



# भारत का राजपत्र The Gazette of India

शासिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं० 35]

नई दिल्ली, शनिवार, अगस्त 31, 1996/भाद्र 9, 1918

No. 35]

NEW DELHI, SATURDAY, AUGUST 31, 1996/BHADRA 9, 1918

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministry of the Government of India  
(Other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(विधि कार्य विभाग)

(न्यायिक अनुभाग)

सूचना

नई दिल्ली, 9 अगस्त, 1996

का. आ. 2503 :—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री विकास एन. खोपे, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जुन्नर तालुका, जिला पुणे, (महाराष्ट्र) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर निम्न रूप में मेरे पास भेजा जाए।

[सं. 5 (167)/96-न्यायिक]

पी. सी. कन्नन, सक्षम प्राधिकारी

MINISTRY OF LAW, JUSTICE AND COMPANY

AFFAIRS

(Department of Legal Affairs)

(Judicial Section)

NOTICE

New Delhi, the 9th August, 1996

S.O. 2503.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Vikas N. Khope, Advocate for appointment as a Notary to practise in Junnar Taluka, District Pune (Maharashtra).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(167)/96-Indl.]

P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 9 अगस्त, 1996

का. आ. 2504:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सत्य देव, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे न्यायाधीन न्यायालय, अलीगढ़ (उ.प्र.) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (168)/96-न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 9th August, 1996

S.O. 2504.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Satya Deo, Advocate for appointment as a Notary to practise in Judges Court, Aligarh (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(168)/96-Judl.]

P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 9 अगस्त, 1996

का. आ. 2505:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री विरेन्द्र कुमार सन्त, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे तीस हजारी कोर्ट, राष्ट्रीय राजधानी दिल्ली में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (169)/96-न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 9th August, 1996

S.O. 2505.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Virendra Kumar Sant, Advocate for appointment as a Notary to practise in Tis Hazari Courts, N.C.T. of Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(169)/96-Judl.]

P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 9 अगस्त, 1996

का. आ. 2506:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना

दी जाती है कि श्री मदन मोहन रंगा, एडवोकेट के उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बीकानेर (राजस्थान) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (170)/96-न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 9th August, 1996

S.O. 2506.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Madan Mohan Ranga, Advocate for appointment as a Notary to practise in Bikaner (Rajasthan).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(170)/96-Judl.]

P. C. KANNAN, Competent Authority

## गृह मंत्रालय

नई दिल्ली, 20 अगस्त, 1996

का. आ. 2507:—सरकारी भवन (अनाधिकृत कब्जे की रोदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा नीचे सारणी के कालम (1) में उल्लिखित अधिकारी को, भारत सरकार का राजपक्षित अधिकारी होने के कारण, उक्त अधिनियम के प्रयोजनार्थ सम्पदा अधिकारी के पद पर नियुक्त करती है और एतद्वारा यह निदेश देती है कि उपर्युक्त अधिकारी उक्त सारणी के कालम (2) में विनिर्दिष्ट सरकारी भवनों की श्रेणियों के संबंध में उपर्युक्त अधिनियम के अंतर्गत सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करते हुए दिए गए कार्यों का निर्वहन करेगा:—

## सारणी

| नाम तथा रैंक  | सरकारी भवनों की श्रेणियाँ   |
|---|---|
| श्री वेल प्रसाद गुरुंग<br>उप समादेष्टा,<br>महानिदेशालय,<br>प्रसम राष्ट्रफ़्ल्स<br>जिलांग—793011 | राज्यों और संघ शासित क्षेत्र<br>असम, मेघालय, नागालैण्ड,<br>मणिपुर, मिज़ोरम, अरुणाचल प्रदेश,<br>मिज़ोरम तथा नई दिल्ली व असम<br>राष्ट्रफ़्ल्स के नियन्त्रणाधीन सभी<br>सरकारी भवन। |

[सं. II-27013/32/96-पी. एफ. दो]

वी. के. सेठी, डैम्क अधिकारी (पी. एफ. V)

## MINISTRY OF HOME AFFAIRS

New Delhi, the 20th August, 1996

S.O. 2517.—In exercise of powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupation) Act-1971 (40 of 1971) the Central Government hereby appoints the Officer mentioned in the Column (1) of the table below, being a gazetted Officer of the Government of India, to be Estate Officer for the purpose of the said Act and hereby directs that the said Officer shall exercise the powers conferred, and perform the duties imposed, on Estate Officers under the said Act in respect of the Categories of Public Premises specified in column (2) of the said table:—

TABLE

| Name and rank   | Categories of public premises  |
|---|--|
| Shri Bel Prasad Gurung<br>Deputy Commandant<br>Directorate General<br>Assam Rifles<br>Shillong-793011 | All public premises held on charge of Assam Rifles in the States and the Union Territories of Assam, Meghalaya, Nagaland, Manipur, Sikkim, Arunachal Pradesh, Mizoram and New Delhi. |

[No. II. 27013/32/96-PFV]

V.K. SETHI, Desk Officer (PF.V)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय  
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 19 अगस्त, 1996

MINISTRY OF PERSONNEL, P. G. AND  
PENSIONS

(Department of Personnel &amp; Training)

New Delhi, the 19th August, 1996

का.आ. 2508—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय अन्वेषण ब्यूरो के निम्नलिखित अभियोजन, अधिकारियों को ऐसे किसी भी राज्य अथवा संघ राज्य क्षेत्र में जिस पर पूर्वोक्त धाराओं के उपबन्ध लागू होते हैं, विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थित मामलों तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों में उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों के संचालन के लिये विशेष लोक अभियोजक के रूप में नियुक्त करती है।—

सर्वश्री

1. ब्रजमोहन लाल अहीर
2. ब्रजेश शुक्ला
3. सिद्धार्थ शंकर सरकार
4. चावण्ड दान खण्डू
5. चिरंजी लाल माली

[संख्या 225/22/96-ए.वी.डी-II(i)]

स.च. तिवारी, उप सचिव

S.O. 2508.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure 1973, (Act No. 2 of 1974), the Central Government hereby appoints the following Prosecuting Officers of the Central Bureau of Investigation as Special Public Prosecutors for the conduct of cases instituted by the Delhi Special Police Establishment in Trial Courts and appeals/ revisions or other matters arising out of these cases in revisional or appellate courts established by law in any State or Union Territory to which the provisions of the aforesaid section apply.

S/Shri :

1. Brij Mohan Lal Ahir.
2. Brajesh Shukla.
3. Siddharath Sankar Sarkar.
4. Cha-wand Dan Sandu.
5. Chiranji Lal Mali.

[No. 225/22/96-AVD.II(i)]

S.C. TEWARY, Dy. Secy.

नई दिल्ली, 19 अगस्त, 1996

का.आ. 2509.—केन्द्रीय सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 25 की उपधारा (1-ए) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय अन्वेषण ब्यूरो के निम्नलिखित अभियोजक अधिकारियों को, ऐसे किसी भी राज्य अथवा संघ राज्य क्षेत्र में जिस पर पूर्वोक्त धाराओं के उपबन्ध लागू होते हैं, विचारण न्यायालयों/मजिस्ट्रेटों के न्यायालयों में दिल्ली विशेष पुलिस स्थापना द्वारा संस्थित मामलों के संचालन के लिये सहायक लोक अभियोजक के रूप में नियुक्त करती है।

सर्वश्री

1. सुभाष चन्द्र शर्मा
2. राकेश प्रसाद
3. कमल कान्त गोयल
4. इनाल कृष्ण चन्द्र
5. बाल करन सिंह
6. के. श्रीमान नारायण
7. एन. कृष्णमूर्ति
8. के. सूर्य नारायण
9. एम. वेंकटरमण
10. विवेक सक्सेना
11. राम चन्द्र
12. के. जय बालन
13. अरुण पी.

[संख्या 225/22/96-ए.वी.डी-II ii)]

स.च. तिवारी, उप सचिव

New Delhi, the 19th August, 1996

S.O. 2509.—In exercise of the powers conferred by sub-section (1A) of section 25 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Prosecuting Officers of the Central Bureau of Investigation, as Assistant Public Prosecutors for the conduct of cases instituted by the Delhi Special Police Establishment in Trial Courts/Courts of Magistrates in any State or Union Territory to which the provisions of the aforesaid sections apply.

S/Shri :

1. Subhash Chandra Sharma.
2. Rakesh Prasad.
3. Kamal Kant Goel.
4. Inal Krishna Chandra.
5. Bal Karan Singh.
6. K. Sreeman Narayana.
7. N. Krishnamurthy.
8. K. Suryanarayan.

9. M. Venkataraman.
10. Vivek Saxena.
11. Ram Chandra.
12. K. Jayabalan.
13. Arun P.

[No. 225/22/96-AVD.II (ii)]

S.C. TEWARY, Dy. Secy.

नई दिल्ली, 19 अगस्त, 1996

का.आ. 2510.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम 2) की धारा 24 की उपधारा (8) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्द्वारा श्री डी.के. सिन्हा, अधिवक्ता दिल्ली को मामला संख्या आर.सो. 1(एस)/83-एस.आई. यू.-II आर.सी. 1/88-एस.आई.यू.-1 एवं आर.सी. 42/86-बाम्बे/एस.आई.सी.-I/नई दिल्ली और उससे जुड़े तथा उसके साथ घटित किसी अन्य मामले के संचालन हेतु दिल्ली स्थित उच्च न्यायालय में विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/23/96-ए.वी.डी-II]

स.च. तिवारी, उप सचिव

New Delhi, the 19th August, 1996

S.O. 2510.—In exercise of the powers conferred by the provision to sub-section (8) of section 24 of the code of criminal procedure, 1973 (Act, No. 2 of 1974), the Central Government hereby appoints Sh. D. K. Sinha, Advocate as Special Public Prosecutor for conducting C.B.I. Cases viz. RC.1(S)/83-SIU.II (P. K. Jindal Case), RC. 1(S)/88-SIU.I (Nirmal Puri Case) and RC. 42/86-BOM/SIC-I (A.S. Puri Case) and any other matter connected therewith or incidental, in the High Court of Delhi.

[No. 225/23/96-AVD.II]

S. C. TEWARY, Dy. Secy.

नई दिल्ली, 19 अगस्त, 1996

का. आ. 2511.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता 1973 (1974 का अधिनियम 2) की धारा 24 की उपधारा (8) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्द्वारा श्री डी.के. यादव, अधिवक्ता गुवाहाटी को सी. बी. आई./एस. आई. सी.-1/नई दिल्ली (नेशु केस) और उससे जुड़े अथवा उसके साथ घटित किसी अन्य मामले के संचालन हेतु शिलांग स्थित नागिन गत्र न्यायालय में अथवा उक्त मामले का संचालन कर रही किसी अन्य न्यायालय में विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/31/96-ए.वी.डी.-II]

स. च. तिवारी, उप सचिव



New Delhi, the 19th August, 1996

S.O. 2511.—In exercise of the powers conferred by the provision to sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri D. K. Das, Advocate, Guwahati as Special Public Prosecutor for conducting CBI/SIC-I New Delhi case No. RC. 3/85-SIU-I (N. E. H. U. Case) and any other matter connected therewith or incidental thereto, in the Court of Special Judge, Shillong or before any other Court dealing the said matter.

[No. 225/31/96-AVD.II]  
S. C. TEWARY, Dy. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 25 जून, 1996

(आय-कर)

का. आ. 2512.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "नाथद्वार टेम्पल बोर्ड, नाथद्वार, राजस्थान" को कर-निर्धारण वर्ष 1996-97 से 1998-99 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए, उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (1) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने हेतु इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (2) कर-निर्धारिती उपर उल्लिखित कर-निर्धारण वर्षों में संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक हंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, पर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (4) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो ज वतक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे

कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जायेंगी ।

[अधिसूचना सं. 10131/फा.सं. 197/74/96-फा.क.नि.-1]  
एच. के. चौधरी, अवसर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 25th June, 1996

(INCOME-TAX)

S.O. 2512.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Nathdwara Temple Board, Nathdwara, Rajasthan" for the purpose of the said sub-clause for the assessment years 1996-97 to 1998-99 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established ;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11 ;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 10131/F. No. 197/74/96-ITA-I]

H. K. CHOUDHARY, Under Secy.

नई दिल्ली, 25 जून, 1996

(आयकर)

का. आ. 2513.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "विलियम कैरी स्टडी एंड रिसर्च सेंटर, कोलकाता" को कर-निर्धारण वर्ष 1996-97 से 1998-99 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए, उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने हेतु इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिती उपर उल्लिखित कर-निर्धारण वर्षों में संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट निधि (जेवर-जवाहिरात, पर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी जो कि कारोबार से प्राप्त लाभ तथा अभिसाध के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारितों के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 10132/फा. सं. 197/69/96-आ.क.नि. I]

एच. के. चौधरी, अवर सचिव

New Delhi, the 25th June, 1996

(INCOME-TAX)

S.O. 2513.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "William Carey Study and Research Centre, Calcutta" for the purpose of the said sub-clause for the assessment years 1996-97 to 1998-99 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 10132/F. No. 197/69/96-ITA-I]

H. K. CHOUDHARY, Under Secy.

नई दिल्ली, 11 जून, 1996

( आयकर )

फा. आ. 2514.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "वि टेम्पलस, बैस्लेबल इन्स्टीट्यूशनस एण्ड फंडस आफ वि गौड सारस्वत ब्राह्मण कम्युनिटी आफ बंबई" को कर-निर्धारण वर्ष 1996-97 से 1998-99 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर-निर्धारित इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संकयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारित उपर-उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि

के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक अथवा तरकों से विभिन्न तरीकों से इसका लाभ (जैसे-जवाहिरात, फर्निचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वीकृत व्ययों से भिन्न) का प्रयोग नहीं करेगा अथवा उसे जमा नहीं करेगा संकेत;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी जो कि कारोबार से प्राप्त लाभ तथा अभिसाध के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारितों के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 10147/फा. सं. 197/73/96-आयकर.नि.-I]

एच. के. चौधरी, अवर सचिव

New Delhi, the 11th July, 1996

(INCOME-TAX)

S.O. 2514.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Temples, Charitable Institutions and Funds of the Goud Saraswat Brahmin Community of Bombay" for the purpose of the said sub-clause for the assessment years 1996-97 to 1998-99 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 10147/F. No. 197/73/96-ITA-I]

H. K. CHOUDHARY, Under Secy.

( प्रायिक कार्य विभाग )

( बैंकिंग प्रभाग )

नई दिल्ली, 14 अगस्त, 1996

फा. आ. 2515.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि बैंककारी विनियमन (सहकारी समिति) नियम, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के उपबंधों द्वारा प्रबंधित को-ऑपरेटिव बैंक लि., मेघालय पर उस सीमा तक लागू नहीं होंगे जहां तक उसका संबंध समाचार पत्र में लेखापरीक्षा की रिपोर्ट के साथ वर्ष 1994-95 के उसके तुलन-पत्र और लाभ-हानि लेखों के प्रकाशन से है।

[फा. सं. 1 (25)/96-आ. गी.]

सुशील कुमार टाकुर, अवर सचिव

## (Department of Economic Affairs)

## (Banking Division)

New Delhi, the 14th August, 1996

S.O. 2515.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of Reserve Bank of India hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Cooperative Societies) Rules, 1966 shall not apply to the Tura Urban Cooperative Bank Ltd., Meghalaya, in so far as they relate to the publication of their balance sheet and profit and loss account for the year 1994-95 with the auditor's report in a newspaper.

[F. No. 1(25)/96-AC]

S. K. THAKUR, Under Secy.

## उद्योग मंत्रालय

(सघ उद्योग और कृषि एवं ग्रामीण उद्योग विभाग)

नई दिल्ली, 26 अगस्त, 1996

का.आ. 2516.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की वेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii), तारीख 12 जनवरी, 1993 में प्रकाशित भारत सरकार के उद्योग मंत्रालय, लघु उद्योग और कृषि एवं ग्रामीण उद्योग विभाग की अधिसूचना सं. का.आ. 45(अ), तारीख 5 जनवरी, 1993, को उन बातों के सिवाए अधिक्रान्त करते हुए जिन्हें ऐसे अधिक्रमण से पड़ने किया गया है या करने का लोप किया गया है, नीचे की सारणी के स्तम्भ (1) में उल्लिखित अधिकारी को, जो दिल्ली राज्य औद्योगिक विकास निगम लिमिटेड (एक सरकारी उपक्रम) के एक अधिकारी है, जो राष्ट्रीय राजधानी राज्य क्षेत्र दिल्ली सरकार के राजपत्रित अधिकारी के रैंक के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है जो उक्त सारणी के स्तम्भ (2) में तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के संबंध में, अपनी अधिकारिता की स्थानीय सीमाओं के भीतर, उक्त अधिनियम द्वारा उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करेगा।

## सारणी

अधिकारी का नाम और पदाभिधान सरकारी स्थान का प्रवर्ग और अधिकारिता की स्थानीय सीमाएं

| 1   | 2  |
|---|--|
| 1. श्री ओ.पी. दींगरा, उप प्रबन्धक, दिल्ली राज्य औद्योगिक विकास निगम लिमिटेड, नई दिल्ली-110001 | राष्ट्रीय राजधानी राज्य क्षेत्र दिल्ली की सीमाओं के भीतर स्थित या भारत में अन्यत्र स्थित दिल्ली राज्य औद्योगिक विकास निगम लि. नई दिल्ली (एक सरकारी उपक्रम) से संबंधित या उसके द्वारा पड़े पर लिए गए स्थान। |

[फा० सं० 15/3/96-एस०एस०आई०(पी)]

बेनी राम, अवर सचिव

## MINISTRY OF INDUSTRY

(Department of Small Scale Industries and Agro and Rural Industries)

New Delhi, the 25th August, 1996

S.O. 2516.—In exercise of the powers conferred by section 3 of the Public premises (Eviction of unauthorised Occupants Act, 1971 (40 of 1971) and in supersession of the Notification of the Government of India in the Ministry of Industry Department of Small Scale Industries and Agro and Rural Industries, No. S.O. 45(E) dated the 5th Jan., 1993 published in the Gazette of India, Part II Section 3 Sub-Section (ii), dt. 12th January, 1993, except as respects things done or omitted to be done before such supersession, the Central Govt. hereby appoints the officer mentioned in Column (1) of the Table below, being an officer of the Delhi State Industrial Development Corporation Limited (A Government Undertaking), of an equivalent to the rank of a 'Gazetted officer of the Government of the National Capital Territory of Delhi, to be an Estate Officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on Estate Officer by or under the said Act, within the local limits of his jurisdiction, in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

| Name and Designation of the Officer  | Categories of Public Premises and Local limits of Jurisdiction   |
|--|--|
| 1  | 2  |
| 1. Shri O.P. Dhingra<br>Deputy Manager,<br>Delhi State Industrial<br>Development Corporation Limited,<br>New Delhi-110001. | Premises belonging to or taken on lease by the Delhi State Industrial Development Corporation Limited, New Delhi. (A Government Undertaking) situated within the limits of National Capital Territory of Delhi or situated elsewhere in India. |

[F.No. 15/3/96-SSI(I)]

BENI RAM, Under Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 14 अगस्त, 1996

का.भा. 2517.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में वाणिज्य मंत्रालय के अस्तित्व में आने वाले निम्नलिखित कार्यालयों को, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. स्टेट ट्रेडिंग कॉर्पोरेशन ऑफ इंडिया लि.  
एच.के. हाउस,  
छठी मंजिल, जीवाभाई चैम्बर्स के पीछे  
आश्रम रोड,  
अहमदाबाद-380009
2. स्टेट ट्रेडिंग कॉर्पोरेशन ऑफ इंडिया लि.  
चेम्बर ऑफ कॉमर्स बिल्डिंग,  
प्लॉट नं. 8, सेक्टर नं. 9,

पोस्ट बॉक्स-16,  
गान्धिधम-370201

3. स्टेट ट्रेडिंग कॉर्पोरेशन ऑफ इंडिया लि.,  
ई-7/727, अररा कॉलोनी,  
शाहपुर विलेज,  
भोपाल-462016
4. स्टेट ट्रेडिंग कॉर्पोरेशन ऑफ इंडिया लि.  
एयर इंडिया बिल्डिंग  
छठी और सातवीं मंजिल,  
नरिमान प्वाइंट,  
मुम्बई-400021.

[मं. ई-11013/1/93-हिन्दी]  
राज कुमार कलोरिया, निदेशक  
(राजभाषा)

## MINISTRY OF COMMERCE

New Delhi, the 14th August, 1996

S. O. 2517.—In pursuance of Sub-Rule (4) of Rule 10 of the Official language (Use for Official purposes of the Union), Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Commerce whereof more than 80% staff have acquired working knowledge of Hindi;—

1. State Trading Corp. of India Limited  
H.K. House, 6th floor  
Opp. Jivabhai Chambers  
Ashram Road,  
Ahemdabad-380009.
2. State Trading Corp. of India Limited  
Chambers of Commerce Building,  
Plot No. 8,  
Sector No. 9, Post Box-16,  
Gandhidham-370201.
3. State Trading Corp. of India Limited  
E-7/727, Arera Colony,  
Shahpur Village  
Bhopal-462016.
4. State Trading Corp. of India Limited  
Air India Building,  
6 & 7th floor, Nariman Point  
Mumbai-400021.

[No. E-11013/1/93—Hindi]  
R. K. CALORIYA, Director (O.L.)

खाद्य मंत्रालय

नई दिल्ली, 9 अगस्त, 1996

का.भा. 2518.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, खाद्य मंत्रालय (खाद्य प्रापण और वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालयों, जिनके कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

1. उप क्षेत्रीय कार्यालय, रायपुर
2. जिला कार्यालय, रायपुर
3. जिला कार्यालय, जबलपुर

[संख्या ई. 11011/2/96-हिन्दी]  
कान्ति देव, निदेशक (प्रशासन)

## MINISTRY OF FOOD

New Delhi, the 9th August, 1996

S.O. 2518.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of F.C.I. under the administrative control of the Ministry of Food (Department of Food Procurement and Distribution), the staff whereof have acquired the working knowledge of Hindi.

1. Sub Regional Office, Raipur.
2. District Office, Raipur.
3. District Office, Jabalpur.

[No. E-11011/2/96-Hindi]  
KANTI DEB, Director (A)

सार्वजनिक वितरण मंत्रालय  
नई दिल्ली, 13 अगस्त, 1996

क्र. भा. 2519 :—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा विवेकि रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात् समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल वाट और माप मानक अधिनियम, 1976 (1976 का 60) और वाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) प्रदत्त शक्तियों का प्रयोग करते हुए, "एक्सेल कारोसेल" ब्रांड नाम वाले यांत्रिकी टाइप के योजक पंप माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) माडल जिसका विनिर्माण मैसर्स एक्सेल कारोसेल डिस्पेंसर्स प्राइवेट लिमिटेड, डी--210, घाट कोपर इन्डस्ट्रियल इस्टेट, एल. बी. एम. मार्ग, घाट कोपर, (वेस्ट) मुंबई-400086 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/94/35 मसन्दित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



माडल (आकृति देखिए) एक अंकीय प्रदर्श वाला यांत्रिक टाइप का योजक पंप है। यह, अन्तर्निहित वायु पृथक्चित्र पम्प (वायु एन्सिलेशन के लिए) वायु नियमन वाल्व (गैर प्रतिगमन वाल्व) घनात्मक विस्थापन मीटर, होज और जोजल तथा रजिस्टर सहित मोटर, पूर्ण एकक से बना है। पूर्ण एकक पाइपलाइन द्वारा भू-गर्भ भंडारण तक से जुड़ा है। अंश शोधन युक्ति जनशक्ति में समायोजन अनुज्ञात करती है। समायोजन पर, अंश शोधन चक्र को मील कर देना चाहिए। 5 लीटर के परिधान पर को +50 मिलीलीटर से —100 मिलीलीटर अंश शोधन के रेंज की व्यवस्था है। शोधन के लिए संप्रदर्श 25 मिलीलीटर के आकार के 5 संप्रतीक अंकीय संप्रदर्श (एल. सी. डी. ओ. एन. ई. डी.) के माध्यम से अधिकतम 999.99 लीटर तक पटन 1996 GI/96—2

रजिस्टर कर सकता है। माडल का प्रारंभिक विभिन्न प्रवाह दर सा 2,50,000 लीटर अधिकतम पंप के अनुज्ञात द्वारा नियमित अन्तराल पर परिवर्तन द्रव की प्रबलता का परीक्षण किया गया है।

[फा. सं. डब्ल्यू. एम 21 (50)/93]

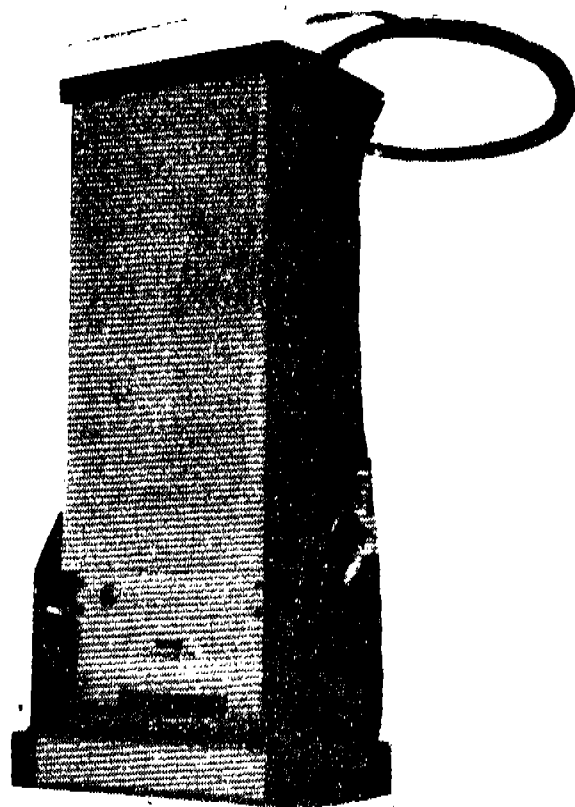
राजीव श्रीवास्तव, संयुक्त सचिव

## MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

New Delhi, the 13th August, 1996

S.O. 2519.—Whereas the Central Government after considering the report submitted to it by the prescribed authority is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over period of sustained use to maintain accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the dispensing pump of mechanical type and with brand name "Excel Carousell" here in after referred to as the model) manufactured by M/s. Excel Carousell Dispensers Pvt. Ltd., D-210, Ghatkopar Industrial Estate, L.B.S. Marg Ghatkopar (West), Bombay-400 086, Maharashtra State, and which is assigned the approval mark IND/09/94/35;



The Model (see figure) is a dispensing pump of mechanical type, with digital display. It consists of a motor, suction unit, with built-in air separator, sump (for air elimination), pressure regulating valves (non-return valve), positive displacement meter, Hose and nozzle and register. The suction unit is connected to the underground storage tank by pipeline. The calibration device permits adjustments in steps. Upon adjustment, the calibrating wheel should be sealed. Range of calibration provided is +50ml to -100 ml on a delivery of 5 litres. The display for the fuel can register the readings through digital display (LCD and LED) of 5 characteristics of size 25 mm upto a maximum of 999.99 litre. The model has been tested for volume of liquid delivered at different flow rates initially as well as at regular intervals by allowing the pump to run upto a maximum of 2,50,000 litre.

[File No. WM-21(50)/93]

RAJIV SRIVASTAVA, Jt. Secy.

नई दिल्ली, 13 अगस्त, 1996

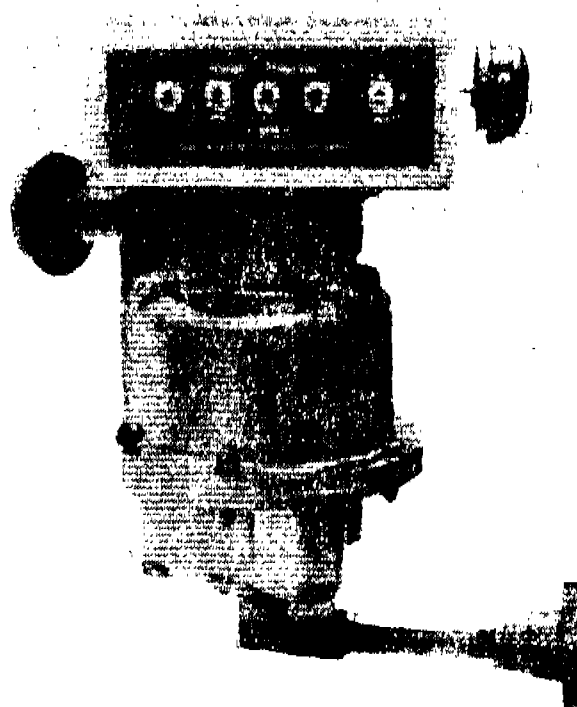
का. आ. 2520 :—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा विवेचित रिपोर्ट ( नीचे आकृति देखिए ) पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल वाट और माप मातक अधिनियम, 1976 ( 1976 का 60 ) और वाट और माप मातक ( वाटन का अनुमोदन ) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि यह लगातार प्रयोग की अवधि में यथार्थत, क्षताग्र रूखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, एफ. एम. यू. 100 टाइप के द्रव के लिए मीटर ( जल से भिन्न ) ( जिसे इसमें इसके पश्चात् माडल कहा गया है ) माडल जिसका विनिर्माण सैसस एक्सेल कार्सुसेल डिस्पेंसर प्राइवेट लिमिटेड, डी—210, घाट कोपर इंडस्ट्रियल स्टेट, एल. बी. एम. मार्ग, घाट कोपर, (वेस्ट) मुंबई—400086 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/94/36 समनुविष्ट किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

धारे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उम्मी निरूपण के अनुसार और उसी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित एफ. एम. यू. 30 टाइप के द्रव के उसी प्रकार के घने गहरता और कार्यकरण वाले माडल भी हैं।

माडल ( आकृति देखिए ) जल से भिन्न द्रव के लिए एक बाह्य पिस्टन निश्चित विस्थापन मीटर है जिसमें घासक मिलेण्डरों के बीच "खुला/बंद" सुवा बाएव और सील संलग्न है। कुल प्रक्षेपता के विस्थापन को उपदर्शित करने के लिए संप्रदर्श रजिस्टर ( एल. ई. डी. ) मात अंकीय गैर पुनर्निर्धोय चालित टोटलाइजर है। मीटर अधिकतम 9999.9 लीटर तक पढ़ा कर सकता है। विस्थापन मापमान 100 मिलीमीटर है।

माडल का विनिर्माण प्रमाणपत्र पर प्रयोग द्रव (कृत्रिम स्लायम) के प्रयोग के लिए परीक्षण किया गया है।



(आकृति)

[का. सं. उन्मू. एम० 21 (50)/93]

राजीव श्रीवास्तव, संयुक्त सचिव

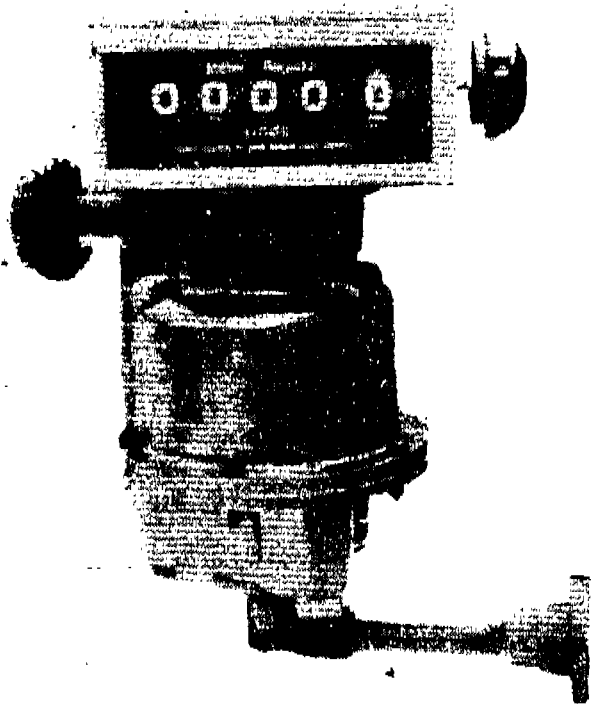
New Delhi, the 13th August, 1996

S.O. 2520.—Whereas the Central Government after considering the report submitted to it by the prescribed authority is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of "meters for liquids (Other than water)" of type FMU-100 (herein after referred to as the model) manufactured by M/s. Excel Carcusel Dispensers Pvt. Ltd., D-210, Ghatkopar Industrial, Estate, L.B.S. Marg Ghatkopar (West), Bombay-400 086, Maharashtra State, and which is assigned the approval mark IND/09/94/36.

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the "meters

for liquids (Other than water)" of similar make, accuracy and performance of type FMU-30 manufactured by the same manufacturer in accordance with the same principle and with the same materials with which, the approved Model has been manufactured.



The Model (see figure) is a multi-piston positive displacement meter for liquids other than water, incorporating 'open/shut' porting valves and seals between adjacent cylinders. The display register (LED) is a seven digit non-resettable running totaliser to indicate displacement of total volume. The meter can register the reading upto a maximum of 9999.9 litre. The verification scale interval is 100 ml. The model has been tested for volume of liquid (mineral turpentine oil) delivered at different flow rates.

[File No. WM-21(50)|93]

RAJIV SRIVASTAVA, Jt. Secy.

नई दिल्ली, 13 अगस्त, 1996

का. भा. 2521 :- केन्द्रीय सरकार बाट और माप मानक अधिनियम, 1976 (1976 का 60) की धारा (7) और उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के नागरिक पूर्ति, उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय की अधिसूचना सं. का. भा. 2002, तारीख 7 जुलाई, 1995 में निम्नलिखित संशोधन करने है, अर्थात् :-

उक्त अधिसूचना के हिस्से पाठ के अंतिम पैरा में "और 50 कि. भा. की अधिकतम क्षमता वाले" शब्दों और अंकों के परस्पर निम्नलिखित शब्द और अंक अंतः स्थापित किए जाएंगे, अर्थात् :-

"तथा एम. प्रार. सी. और एम. प्रार पी. पी. मीरीज के 1 किलोग्राम/0.1 ग्राम या 0.2 ग्राम, 2 किलोग्राम/

0.2 ग्राम, 5 किलोग्राम/0.5 ग्राम या 1 ग्राम, 6 किलोग्राम/1 ग्राम, 10 किलोग्राम/2 ग्राम या 1 ग्राम, 15 किलोग्राम/2 ग्राम 20 किलोग्राम/2 ग्राम, 30 किलोग्राम/10 ग्राम और 50 किलोग्राम 5 ग्राम या 10 ग्राम की अधिकतम क्षमता वाले तथा "ई मान वाले"।

[का. सं. डब्ल्यू. एम. 21 (55) / 95]

राजीव श्रीवास्तव, संयुक्त सचिव

New Delhi, the 13th August. 1996

S.O. 2521.—In exercise of the powers conferred by sub-section (7) and (12) of section 36 of the Standards of Weights and Measures Act, 1976 (60 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Civil Supplies, Consumer Affairs and Public Distribution No. S.O. 2002 dated the 7th July, 1995, namely:—

"In the said notification in last paragraph after the figures and word "and 50 kg", the following words and figures shall be inserted, namely:—

"and of SRC and SRP series with maximum capacity and 'c' value of 1 kg|0.1 gram or 0.2 gram, 2 kg|0.2 gram, 5 kg|0.5 gram or 1 gram, 6 kg|1 gram, 10 kg. 1 gram or 2 gram, 15 kg|2 gram, 20 kg. 2 gram, 30 kg|10 gram and 50 kg| 5 gram of 10 gram".

[File No. WM-21 (55)|95]

RAJIV SRIVASTAVA, Jt. Secy.

खान मंत्रालय

प्रारंभ

नई दिल्ली, 30 जुलाई, 1996

का. भा. 2522 :- खान और खनिज (नियमन और विकास) अधिनियम, 1957 (1957 का 67) की धारा 24 की उपधारा (1) के अनुसरण में केन्द्र सरकार इसके द्वारा वरिष्ठ सहायक खान निदेशक, भारतीय खान ब्यूरो को कथित उप धारा में विनिर्दिष्ट प्रयोजनों के लिए उस उप धारा में विनिर्दिष्ट किसी या सभी शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. कथित अधिनियम की धारा 24 के अंतर्गत वरिष्ठ सहायक खान निदेशक, भारतीय खान ब्यूरो के पक्ष में किया गया उपरोक्त प्राधिकार भारतीय खान ब्यूरो, के अधिकाधिकारियों के पक्ष में पड़ने किता गए ऐसे प्राधिकार के प्रतिरक्षित है।

[का. सं. 1/2/96-एम. 6]

रूप नारायण, अव्वर सचिव

## MINISTRY OF MINES

## ORDER

New Delhi, the 30th July, 1996

S.O. 2522.—In pursuance of sub-section (i) of section 24 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957), the Central Government hereby authorises for the purposes specified in the said sub-section, Senior Assistant Controller of Mines of the Indian Bureau of Mines to exercise all or any of the powers specified in that sub-section.

2. The aforesaid authorisation made in favour of Senior Assistant Controller of Mines, Indian Bureau of Mines under section 24 of the said Act is in addition to such authorisation already made in favour of the officers of Indian Bureau of Mines.

[F. No. 1/2/96-MVL]

ROOP NARAYAN, Under Secy.

आदेश

नई दिल्ली, 30 जुलाई, 1996

का. प्रा. 2522 :—खान और खनिज (विनियमन और विकास) अधिनियम, 1957 कथित अधिनियम में (1957 का 67) की धारा 22 के अनुसरण में केन्द्र सरकार इसके द्वारा वरिष्ठ सहायक नियंत्रक खान, खान नियंत्रण और संरक्षण, खनिज प्रभाग और खनिज सांख्यिकीय प्रभाग के खनिज अधीक्षण अर्थशास्त्री (सांख्यिकी) भारतीय खान ब्यूरो को कथित अधिनियम या उसके अंतर्गत बनाये गये नियमों के सहित किसी भी कण्डनीय अपराध के संबंध में लिखित शिकायत पर कार्रवाई करने के लिए प्राधिकृत करती है।

2. कथित अधिनियम की धारा 22 के अंतर्गत खनिज अधीक्षण अर्थशास्त्री (सांख्यिकी) और वरिष्ठ सहायक खान नियंत्रक द्वारा किया गया उपरोक्त प्राधिकार भारतीय खान ब्यूरो के अधिकारियों के पक्ष में पहले किये गये ऐसे प्राधिकार के प्रतिरिक्त है।

[फा. सं. 1/2/96-एम. 6]

रूप नारायण, अवर सचिव

## ORDER

New Delhi, the 30th July, 1996

S.O. 2523.—In pursuance of section 22 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957) hereinafter referred to as the said Act) the Central Government hereby authorises the Senior Assistant Controller of Mines, Mines Control and Conservation of Mineral Division and Superintending Mineral Economist (Statistics) of Mineral Statistics Division of Indian Bureau of Mines to prefer complaints in writing in respect of any offence punishable under the said Act or any rules made thereunder.

2. The aforesaid authorisation made in favour of Superintending Mineral Economist (Statistics) and Senior Assistant Controller of Mines under section 22 of the said Act is in addition to such authorisation already made in favour of the officers of Indian Bureau of Mines.

[F. No. 1/2/96-MVL]

ROOP NARAYAN, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 9 अगस्त, 1996

का. प्रा. 2524 :—केंद्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसमें इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (i) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. प्रा. 2623, तारीख 14 सितम्बर, 1994 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 1285.51 एकड़ (लगभग) या 520.44 हैक्टर (लगभग) है, कोयले का पूर्वोक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह गवाहान हो गया है कि 1285.51 एकड़ (लगभग) या 520.44 हैक्टर (लगभग) वाली उक्त भूमि से कोयला अभिग्राह्य किए जाने की संभावना है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित का अर्जन करने के अपने आशय की सूचना देती है :—

(क) इसमें उपाबद्ध अनुसूची "1" में वर्णित 1263.51 एकड़ (लगभग) या 513.16 हैक्टर (लगभग) माप वाली भूमि पर के सभी अधिकार

और

(ख) इसमें उपाबद्ध अनुसूची "2" में वर्णित 18.00 एकड़ (लगभग) या 7.28 हैक्टर (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खूदाई करने और खनिजों के तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार



टिप्पण : 1 इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक का निरीक्षण कोयला नियंत्रक, 1 कार्टमिल हाउस स्ट्रीट, कलकत्ता या निदेशक (तत्त्वज्ञानी) ईस्टर्न कोलफील्ड्स लिमिटेड, सेंकटोरिया, डाकघर-दिसोरगर, जिला बर्दवान (पश्चिमी बंगाल) में किया जा सकता है।

टिप्पण : 2 कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :-

8. (1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी की गई है, हितबद्ध है, अधिसूचना जारी किए जाने के 30 (तीस) दिन के भीतर संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :--इस धारा के अन्तर्गत किसी व्यक्ति द्वारा यह आपत्ति नहीं मानी जाएगी कि उस भूमि में कोयला उत्पादन के लिए खनन संचियाए वह स्वयं करना चाहता है और ऐसी संचियाए, केन्द्रीय सरकार या किसी अन्य व्यक्ति द्वारा नहीं की जानी चाहिए।

8. (2) उपधारा (1) के अधीन प्रत्येक आपत्ति, सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं मुने जाने का या विधि व्यवसायी द्वारा मुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को मुने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, कर ने के पश्चात् जो वह आवश्यक समझे वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या किसी ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

8. (3) इस धारा के प्रयोजन के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि वह भूमि या ऐसी किसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण : 3 केन्द्रीय सरकार द्वारा इस अधिनियम के अधीन कोयला नियंत्रक 1, कार्टमिल हाउस स्ट्रीट, कलकत्ता को सक्षम प्राधिकारी नियुक्त किया गया है।

#### अनुसूची

रानी गंज कोयला क्षेत्र

रानी गंज ब्लॉक-XI क्षेत्र

(अर्जित की जाने वाली भूमि रेखांक सं. ई.सी.एल./जे.एन.आर./एल.ए./89/18 तारीख 25-10-1989)

अनुसूची 1

उपखंड-क

सभी अधिकार

| क्र.सं. | मौजा का नाम ग्राम | अधिकारिता सूची सं. | पुलिस थाना | जिला    | एकड़ों में क्षेत्र | टिप्पण |
|---------|-------------------|--------------------|------------|---------|--------------------|--------|
| 1.      | बालिगुड़ी         | 16                 | फरीदपुर    | बर्दवान | 14.00              | भाग    |
| 2.      | सिरसा             | 17                 | फरीदपुर    | बर्दवान | 38.00              | भाग    |
| 3.      | नबायनापुर         | 19                 | फरीदपुर    | बर्दवान | 215.50             | भाग    |
| 4.      | टीला बोनी         | 20                 | फरीदपुर    | बर्दवान | 83.00              | भाग    |
| 5.      | लोदोहा            | 21                 | फरीदपुर    | बर्दवान | 241.00             | भाग    |
| 6.      | बोक लोदोहा        | 22                 | फरीदपुर    | बर्दवान | 181.00             | भाग    |
| 7.      | जमगोरा            | 23                 | फरीदपुर    | बर्दवान | 217.50             | भाग    |
| 8.      | मधवाई गंज         | 24                 | फरीदपुर    | बर्दवान | 94.00              | भाग    |

कुल 1084.00 एकड़ (लगभग)

या

438.86 हेक्टर (लगभग)

प्रतिष्ठित किए जाने वाले प्रार.एस्. प्लॉटों की प्रत्युत्पत्ति :-

1. मौजा (ग्राम) बालीगुडी अ.सू.सं. -16-2139, 2051 (पी), 2053 (पी), 2050 (पी), 2048 (पी), 2054 (पी), 2055 (पी)

2. मौजा (ग्राम) सिरसा, अ.सू.सं. 17-431 (पी), 2200 (पी), 2230 (पी), 2391 (पी), 2393 (पी) 2396, 2397 (पी), 2398, 2399, 2400, 2402, 2405, 2317 ।

3. मौजा (ग्राम) नाबधानपुर अ.सू.सं. 19-231 (पी), 340 (पी), 341 से 350, 1019 से 1043, 1044 (पी), 1045 (पी), 1049, 1050, 1053 से 1076, 1078 से 1117, 1119 से 1152 1267 से 1269, 1271 (पी), 1285 से 1305, 1307 से 1330, 1382 से 1403, 1410, 1411, 1414, 1415, 1428 (पी) 1486 (पी), 1487 (पी), 1491 (पी), 1492 (पी), 1493 (पी), 1501, 1505 से 1507, 1513 (पी), 1534, 1536, 1567, 1569, 1570, 1589 से 1594, 1596, 1598, 1601, 1605 (पी), 1657 (पी), 1661 से 1670, 1671 (पी) 1672 (पी) 1680 से 1686 ।

4. मौजा (ग्राम) टीलाबोनी, अ.सू.सं. 20-1 से 4, 4 (पी), 6 (पी), 7 (पी), 9 (पी) 19 (पी), 22 (पी), 23 (पी), 24, 30 से 32, 33 (पी), 39 (पी), 40 (पी), 41 से 45, 46 (पी), 51 (पी), 67 (पी), 68 (पी) 70 (पी) 71 से 75, 77, 78 (पी), 79 (पी), 80 (पी), 90 (पी), 122, 124 (पी) 141 (पी), 142 (पी), 143, 144 (पी), 144 से 164, 165 (पी), 166 (पी), 171 (पी), 173 (पी), 175 से 182, 183 से 188, 192 से 221, 252 से 254, 256, 263, 264, (पी), 293 (पी), 294 से 299, 321 से 324, 734, 741 से 745, 763, 764 (पी), 765 (पी), 766 (पी), 769, 770 (पी), 771 (पी), 772 773 (पी) 774, 777, 778 801 (पी), 802 (पी) ।

5. मौजा (ग्राम) लोदीहा अ.सू.सं. 21-34 (पी), 35 (पी), 37 (पी), 38 (पी), 39 (पी), 40 से 44, 45 (पी), 46 से 58, 59 (पी), 60 (पी), 21 से 79, 80 (पी), 128 (पी), 145 (पी), 157 से 175, 177, 180 181, 195 से 203, 294 से 300, 333 से 342, 377 (पी) 378 से 598, 602 से 628, 629 (पी) 630, 631 (पी), 636 (पी), 637, 638 (पी), 644 से 688, 690, 697 से 701, 712, 768 (पी), 837 से 839, 841, 843 849 से 851, 870 से 878, 879 (पी), 884 (पी), 891, 892 894, 902, 903, 907 ।

6. मौजा (ग्राम) लोदीहा अ.सू.सं. 22-1, 2, 4 और 12, 13 (पी), 14, 15, 16 (पी), 17 (पी), 55 (पी), 56 से 60, 62, 64 से 70, 72 से 76, 146, 147, 150, 151 (पी), 152, 153, 159, 160, 164 से 166 ।

7. मौजा (ग्राम) जमगोरा अ.सू.सं. -23-1 (पी), 2 से 4, 480 (पी), 540 (पी), 541 से 543, 544 (पी), 1248, 1249, 3342, 3385 से 3387 ।

8. मौजा (ग्राम) मधार्गज अ.सू.सं.-24, 142 (पी), 153 (पी), 154 (पी), 160 (पी), 161 (पी), 162 (पी), 163 से 171, 172 (पी), 173, 174 (पी), 977 (पी), 1065, 1066 (पी), 1067, 1068 (पी) ।

सीमा वर्णन :-

रेखा क से ख

प्लॉट सं. 348, 386, 341 के उत्तर में से प्लॉट सं. 1558, 1054, 1055 के पश्चिम में प्लॉट सं. 1055, 1050, 1049 के उत्तर में मौजा नामाधानपुर अ. 13, 14 के प्लॉट से 1660 से गुजरकर मौजा टिरशा के प्लॉट सं. 431, 2397, 2200, 2230, 2393 से होकर मौजा टीला बोनी अ.सू. सं 20 में 801, 802, 90 से होकर जाती है और "ख" बिन्दु पर मिलती है ।

रेखा ख से ग

मौजा टीलाबोनी अ.सू. 20 के प्लॉट सं. 90 से होते हुए मौजा नाबधानपुर अ.सू. सं 19 के प्लॉट सं. 1332 1339 से होते हुए मौजा टीलाबोनी के पश्चिम में प्लॉट सं. 80, 79, 78, 68, 69, 9, 7, 5, 764 से होते हुए बिन्दु "ग" पर मिलती है ।

रेखा ग से घ

मौजा टीलाबोनी अ.सू. 20 के प्लॉट सं. 763, 22, 23, 19, 3339, 40 से होकर जाती है और "घ" बिन्दु पर मिलती है ।

|             |   |
|-------------|---|
| रेखा ए से ब | मौजा टीना बोनी अ.सू. सं. 26 के प्लॉट संख्या 51, 173, 771, 165, 142, 124, 122 ग, मोजा मोरोहा अ.सू. सं. 21 से होकर जाती है और "उ" बिन्दु पर मिलती है।   |
| रेखा ए से ब | प्लॉट सं. 80 की दक्षिणी सीमा से होकर, मौजा लोदोहा अ.सू. सं. 21 के प्लॉट सं. 381, 383, 427 की उत्तरी सीमा से होकर जाती है और बिन्दु "क" पर मिलती है।   |
| रेखा ब से छ | प्लॉट सं. 354, 333, 173 की उत्तरी सीमा से प्लॉट सं. 181, 193, 186, 195 की दक्षिणी सीमा से प्लॉट सं. 195, 199, 203 की पश्चिमी सीमा से प्लॉट सं. 203, 160, 157, 198 की उत्तरी सीमा से मौजा लोदोहा अ.सू. सं. 21 के प्लॉट सं. 145, 903, 128 से होते हुए मौजा बालीजूरी के प्लॉट सं. 2051 की पूर्व सीमा के 2055 से होते हुए बिन्दु "छ" पर मिलती है।         |
| छ-ज         | मौजा बालीजूरी अ.सू. सं. 16 के प्लॉट संख्या 2051, 2050 से होते हुए मौजा मधाईगंज अ.सू. सं. 24 के प्लॉट सं. 1128, 1134, 153, 154, 160 से होकर जाती है और "ज" बिन्दु पर मिलती है।   |
| रेखा ज से झ | मौजा मधाईगंज अ.सू. सं. के प्लॉट संख्या 1066, 162, 1174, 172, 977 से होते हुए मौजा जमगोरा अ.सू. संख्या 23 के प्लॉट संख्या या 1 से होकर जाती है और "झ" बिन्दु पर मिलती है।  |
| रेखा झ से ञ | मौजा जमगोरा अ.सू. संख्या 23 के प्लॉट संख्या 480 से होकर जाती है और "ञ" बिन्दु पर मिलती है।  |
| रेखा ञ से ट | प्लॉट सं. 480, 540, 544 से होते हुए मौजा बाक लोदोहा के प्लॉट सं. 13, 16 से होते हुए प्लॉट सं. 72, 76, 55, 152, 160 जाती है दक्षिणी सीमा पर प्लॉट सं. 690, 699, 766 से होते हुए दक्षिणी सीमा के 968, 638 से गुजरते हुए प्लॉट सं. 637, 602 से होते मौजा लोदोहा अ.सू. सं. 21 में प्लॉट सं. 558 की पूर्वी सीमा से होकर जाती है और "ट" बिन्दु पर मिलती है। |
| रेखा ट से ड | मौजा टीलाबोनी अ.सू. सं. 20 से प्लॉट सं. 323, 321, 294, 264, 253 की दक्षिणी सीमा से होते हुए प्लॉट सं. 252, 192, 32, 38, 767 की पूर्वी सीमा से होते हुए और "ड" बिन्दु पर मिलती है।   |
| रेखा ड से ड | नाबाधनपुर मौजा अ.सू. सं. 19 के प्लॉट संख्या 1493, 1671, 1672, 1487, 2605 से होकर जाती है और "ड" बिन्दु पर मिलती है।   |
| रेखा ड से छ | मौजा नाबाधनपुर अ.सू. सं. 19 के प्लॉट से 1480 से होकर जाती है और "छ" बिन्दु पर मिलती है।   |
| रेखा छ से ग | मौजा नाबाधनपुर अ.सू. सं. 19 से प्लॉट सं. 1428 से होकर प्लॉट सं. 1505, 1285, 1288, 1295 की पश्चिमी सीमा से गुजरती है और "ग" बिन्दु पर मिलती है।  |
| रेखा ग से ख | मौजा नाबाधनपुर अ.सू. सं. 19 के प्लॉट सं. 1144, 1152, 1019, 1020 की दक्षिणी सीमा से होकर जाती है और "ख" बिन्दु पर मिलती है।  |
| रेखा ख-क-ड  | मौजापुर नाबाधनपुर अ.सू. सं. 19 में प्लॉट सं. 380 की उत्तरी पूर्वी सीमा से होकर जाती है दक्षिण में प्लॉट सं. 350 पर मिलती है और "ड" बिन्दु पर मिलती है।  |
| रेखा ड से क | मौजा नाबाधनपुर अ.सू. सं. 19 के प्लॉट सं. 350, 348 की पश्चिमी सीमा से जाती है और "क" बिन्दु पर मिलती है।   |

अनुसूची 1

उपखण्ड-ग

सभी अधिकार

| क्र.सं. | मौजा (ग्राम) का नाम | अधिकारिता सूची पुलिस थाना संख्या | जिला    | एकड़ों में क्षेत्र | टिप्पणियाँ |
|---------|---------------------|----------------------------------|---------|--------------------|------------|
| 1.      | सिरसा               | 17                               | फरीदपुर | बर्दवान            | 88.86 भाग  |

कुल : 88.86 एकड़ (लगभग)

या 35.97 हेक्टर (लगभग)

अर्जित किए जाने वाले आर.एस. प्लॉटों की संख्या - मौजा (ग्राम) सिरसा, अ.सू.सं. 17 606, (पी), 607, 609 (पी), 610 (पी), 621 (पी), 2105 (पी), 2106 से 2122, 2123 (पी), 2134 (पी), 2135 से 2140, 2141 (पी) 2142 (पी), 2143 से 2147, 2148 (पी) 2142 (पी), 2143 से 2147, 2148 (पी), 2149 से 2171, 2172 (पी), 2173, 2213 से 2216, 2251 (पी), 2254 (पी), 2255 (पी), 2256 (पी), 2257 (पी), 2259 (पी), 2266 से 2267, 2268 (पी), 2267, 2270 (पी), 2271 (पी), 2272 (पी), 2278 (पी), 2279 से 2292, 2294 से 2297, 2298 (पी), 2299 (पी), 2300 (पी), 2315 (पी), 2316 (पी), 2317 (पी), 2318 से 2324, 2325 (पी), 608

सीमा वर्णन

रेखा ट से ण

मौजा सिरसा अ.सू. सं. 17 के प्लॉट संख्या 2172, 2141, 2142, 2123, 606, 607, 610, 609 से होकर जाती है और "ण" बिन्दु पर मिलती है।

रेखा ण से त

मौजा सिरसा अ.सू.सं. 17 के प्लॉट सं. 2105, 2325, 2319, 2292, 2257, 2254 से होते हुए प्लॉट सं. 609 की पूर्वी सीमा से होकर जाती है और "त" बिन्दु पर मिलती है।

रेखा त से द

मौजा सिरसा अ.सू. सं. 17 के प्लॉट सं. 2216, 2213, 2170, 2172 की पश्चिमी सीमा में प्लॉट सं. 2251, 2256, 2270, 2278 से होकर जाती है और "द" बिन्दु पर मिलती है।

अनुसूची 1

उपखण्ड-ग

सभी अधिकार

| क्र.सं. | मौजा (ग्राम) का नाम | अधिकारिता सूची पुलिस थाना संख्या | जिला    | एकड़ों में क्षेत्र | टिप्पणियाँ |
|---------|---------------------|----------------------------------|---------|--------------------|------------|
| 1.      | बाजौजूरी            | 16                               | फरीदपुर | बर्दवान            | 2.17 भाग   |
| 2.      | मथाईगंज             | 24                               | फरीदपुर | बर्दवान            | 75.59 भाग  |

कुल :— 77.67 एकड़ (लगभग)

या 31.44 हेक्टर (लगभग)

अर्जित किए जाने वाले आर. एस. प्लॉट की अनुसूची :-

1. मौजा (ग्राम) बाजौजूरी, अ.सू.सं.-16-2050 (पी), 2049 (पी), 2052 (पी),

2. मौजा (ग्राम) मथाईगंज अ.सू.सं. 2493 (पी), 94 से 96, 97 (पी), 98 (पी), 99 (पी), 100 (पी), 101, 102 (पी), 103 (पी), 105 (पी), 108 (पी), 109 से 120, 121 (पी), 126, 127 (पी), 128 से 131, 132 (पी), 133 (पी), 139, 141 (पी), 143 से 148, 149 (पी), 150 (पी), 153 (पी), 154 (पी), 160 (पी), 889 (पी), 989 (पी) 990 से 992, 1005 से 1007, 1132, 1133 (पी), 1134 (पी), 1736 (पी), 1137, 1138, 1139 (पी) गोसा धनन :

रेखा ब से द

मौजा बालीजूरी अ.सू. सं. 16 के प्लॉट संख्या 2051, 2050, 2049 से होते हुए मौजा मथाईगंज अ.सू. संख्या 24 के प्लॉट सं. 889, 135, 133, 127, 121, 108, 105, 100 से होते हुए प्लॉट सं. 988, 138, 136, 889 की पश्चिमी सीमा से होकर जाती है और "द" बिन्दु पर मिलती है।

रेखा द से ध

मौजा मथाईगंज अ.सू.सं. 24 के प्लॉट सं. 100, 97, 93, 153, 154, 160 से होते हुए "ध" बिन्दु पर मिलती है।

रेखा ध से ब

मौजा मथाईगंज प्लॉट सं. 160, 154, 153, 1136, 150, 149, 1139, 141, 989 से होते हुए, मौजा बालीजूरी अ.सू.सं. 16 के प्लॉट सं. 2050, 2051 से होते हुए "ब" बिन्दु पर मिलती है।

अनुसूची 1

उप-खंड ध

सभी अधिकार

| क्र. सं. | मौजा का नाम | अधिकारिता सूची संख्या | पुलिस थाना | जिला    | एकड़ों में क्षेत्र | टिप्पणियां |
|----------|-------------|-----------------------|------------|---------|--------------------|------------|
| 1.       | मथाईगंज     | 24                    | फरीदपुर    | बर्दवान | 1.98               | भाग        |
| 2.       | बालीजूरी    | 16                    | फरीदपुर    | बर्दवान | 15.00              | भाग        |

कुल : 16.98 एकड़ (लगभग)

या 6.87 हेक्टर (लगभग)

अजित किए जाने वाले आर. एस. प्लॉट की अनुसूची :-

1. मौजा (ग्राम) मथाईगंज अ.सू.सं. 24 प्लॉट सं. 1 2 (पी) 1020 (पी) 1021 1022 (पी)

2. मौजा (ग्राम) बालीजूरी अ.सू.सं. 16 प्लॉट सं. 1588 (पी), 1589, 1591, 1592 (पी), 1593, 1594 (पी), 1595 (पी), 1596, 1597, 1598 (पी), 1599, 1605 (पी), 1606 (पी), 1607, 1608, 1609 (पी), 1610, 1611 (पी), 1612 (पी), 1613 (पी), 1614 (पी), 1620 (पी), 1621 (पी), 1622, 1625 (पी), 1626, 1627, 1638 (पी), 1640 (पी), 1641, 1642, 1664 (पी), 1665 (पी), 1718, 1719, 1721 (पी), 1722, 1723, 1724 (पी), 1742 (पी), 2048 (पी), 2063।

सीमा वर्णन :-

रेखा न से प मीजा बालीजरी अ.सू.सं. 16 के प्लॉट सं. 1721, 1722, 1723, 1640, 1625, 1606, 1598, 1599, 1588, 2063 से होते हुए "प" बिन्दु पर मिलती है।

रेखा प से फ

मीजा बालीजरी की अ.सू.सं. 16 के प्लॉट सं. 2063 से होते हुए मीजा मथारिगंज अ.सू.सं. 24 के प्लॉट सं. 1022, 1020, 2 से होते हुए "फ" बिन्दु पर मिलती है।

रेखा फ से व

मीजा मथारिगंज अ.सू.सं. 24 के प्लॉट सं. 2 से होते हुए मीजा बालीजरी अ.सू.सं. 16 के प्लॉट सं. 2048, 1665, 1664, 1614, 1613, 1609, 1611, 1621, 1620 से होते हुए "व" बिन्दु पर मिलती है।

रेखा व से त

मीजा बालीजरी के प्लॉट सं. 1721 के पश्चिम में प्लॉट सं. 1625, 1642, 1723, 1718, 1719 से होते हुए त बिन्दु पर मिलती है।

अनुसूची 2

रानीगंज कोषलाक्षेत्र

रानीगंज ब्लॉक - XI क्षेत्र

प्लॉट सं. डी.सी. एन./ जे.एन.आर./एल.ए./89/18 तारीख 25-10-89 अर्जित की जाने वाली भूमि को वणति हुए

उपखंड ड

केवल खनन अधिकार

| क्र. सं. | मीजा का नाम | अधिकारिता सूची संख्या | पुलिस थाना | जिला    | एकड़ों में क्षेत्र | टिप्पणियां |
|----------|-------------|-----------------------|------------|---------|--------------------|------------|
| 1.       | नवाधनपुर    | 19                    | फरीदपुर    | बर्दवान | 18.00              | भाग        |

कुल 13.55 एकड़ (लगभग) या

7.27 हेक्टर (लगभग)

अर्जित किए जाने वाले आर एस. प्लॉट संख्याओं की अनुसूची ;

1. मीजा (ग्राम) नवाधनपुर, अ.सू.सं.-19-866 से 871, 874 से 988, 990 से 1014, 1016 से 1044 (पी), 1153 से 1266, 1272 से 1284, 1428, 1430, 1432 से 1435, 1444 से 1447, 1449 से 1452, 1486 (पी), 1498, 1500, 1561 से 1566, 1572, 1577 से 1580, 1603, 1604

सीमा वर्णन :

रेखा क से ख

मीजा नवाधनपुर अ.सू.सं 19 के प्लॉट संख्या 350 के उत्तर पश्चिम से होते हुए "ख" बिन्दु पर मिलती है।

रेखा ख से ग

मीजा नवाधनपुर अ.सू.सं. 19 की उत्तरी सीमा पर प्लॉट सं. 1020, 1019, 1152, 1144 से होते हुए "ग" बिन्दु पर मिलती है।

रेखा ग से घ

मीजा नवाधनपुर के प्लॉट सं. 1428 से होते हुए प्लॉट सं. 1295, 1288, 1283, 1405 की पूर्वी सीमा से होते हुए "घ" बिन्दु पर मिलती है।

रेखा घ-ड-क

रेखा प्लॉट सं. 1428 की दक्षिणी सीमा से होते हुए "ड" बिन्दु पर मिलती है तब मीजा नवाधनपुर अ.सू. सं. 19 के प्लॉट सं. 1426, 1446, 1251, 904, 865 की दक्षिणी सीमा से होते हुए "क" बिन्दु पर मिलती है।

[फा. सं. 43015/8/94-एल एस इस्ट]

श्रीमती प्रेम लता सैनी, अवसर सचिव

## MINISTRY OF COAL

New Delhi, the 9th August, 1996

S.O. 2524.—Whereas by the notification of the Government of India in the Ministry of Coal, No. S.O.2623 dated the 14th September, 1994 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for coal in 1285.51 acres (approximately) or 520.44 hectares (approximately) of lands in the locality specified in the Schedule appended to that notification.

And whereas the Central Government is satisfied that coal is obtainable in 1285.51 acres (approximately) or 520.44 hectares (approximately) out of the said lands.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby give notice of its intention to acquire:—

- (a) the said lands measuring 1267.51 acres (approximately) or 513.16 hectares (approximately) for all right described in Schedule "1" appended hereto;

And

- (b) the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the said lands measuring 18.00 acres (approximately) or 7.28 hectares (approximately) described in the Schedule "2" appended hereto.

Note 1:—The plan of the area covered by the notification may be inspected in the office of the Coal Controller 1, Council House Street, Calcutta or in the office of the Director (Technical), Eastern Coalfields Limited, Sanctoria, Post-office Disergarh, District Bardwan (West Bengal).

Note 2; Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) which provides as follows:—

8(1) Any person interested in any land in respect of which a notification under section 7 has been issued may within 30 days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation:—it shall not be an objection within the meaning of this Section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

8 (2) Every objection under Sub-Section (i) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (i) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections together with the records of proceedings held by him, for the decision of the Government.

8 (3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this act.

Note-3 :—The Coal Controller, 1, Council House Street, Calcutta, has been appointed by the Central Government as the Competent Authority under this Act.

**SCHEDULE**  
**RANIGANJ COALFIELDS**

**Raniganj Block-XI Area**

(drawing No. ECL/JNR/LA/89/18, dated ; 25-10-89 showing land to be acquired.)

**SCHEDULE-I**

**Sub-Block-A**

All Rights

| Sl. No | Name of Mouza (Village) | Jurisdiction List number | Police Station (Thana) | District (Zeela) | Area in Acres | Remark                        |
|--------|-------------------------|--------------------------|------------------------|------------------|---------------|-------------------------------|
| 1.     | Baliguri                | 16                       | Faridpur               | Burdwan          | 14.00         | Part                          |
| 2.     | Sirsha                  | 17                       | Faridpur               | Burdwan          | 38.00         | Part                          |
| 3.     | Nabaghanapur            | 19                       | Faridpur               | Burdwan          | 215.50        | Part                          |
| 4.     | Tilaboni                | 20                       | Faridpur               | Burdwan          | 83.00         | Part                          |
| 5.     | Laudoha                 | 21                       | Faridpur               | Burdwan          | 241.00        | Part                          |
| 6.     | Chowk Laudoha           | 22                       | Faridpur               | Burdwan          | 181.00        | Part                          |
| 7.     | Jamgora                 | 23                       | Faridpur               | Burdwan          | 217.50        | Part                          |
| 8.     | Madhaiganj              | 24                       | Faridpur               | Burdwan          | 94.00         | Part                          |
|        |                         |                          |                        |                  | Total :       | 1084.00 Acres (approximately) |
|        |                         |                          |                        |                  | Or            | 438.86 Hectar (approximately) |

Schedule of RS Plots to be acquired;—

1. Mouza (Village) Balijuri, JL No.-16-2139, 2051 (P), 2053 (P), 2050 (P), 2048 (P), 2054 (P), 2055 (P).
2. Mouza (Village) Sirsha, JL No.-17-431 (P), 2200 (P), 2230 (P), 2391 (P), 2393 (P), 2396, 2397 (P), 2398, 2399, 2400, 2402, 2405, 2347.
3. Mouza (Village) Nabaghanapur, JL No.-19-231 (P), 340 (P), 341 to 350, 1019 to 1043, 1044 (P), 1045 (P), 1049, 1050, 1053 to 1076, 1078 to 1117, 1119 to 1152, 1267 to 1269, 1271 (P), 1285 to 1305, 1307 to 1330, 1332 to 1403, 1410, 1411, 1414, 1415, 1428 (P), 1486 (P), 1487 (P), 1491 (P), 1492 (P), 1493 (P), 1501, 1505 to 1507, 1513 (P), 1534, 1536, 1567, 1569, 1570, 1589 to 1594, 1596, 1598, 1601, 1605 (P), 1657 (P), 1661 to 1670, 1671 (P), 1672 (P), 1680 to 1686.
4. Mouza (Village) Tilaboni, JL NO.-20-1 to 4, 5 (P), 6 (P), 7 (P), 9 (P), 19 (P), 22 (P), 23 (P), 24, 30 to 32, 33 (P), 39 (P), 40 (P), 41 to 45, 46 (P), 51 (P), 67 (P), 68 (P), 70 (P), 71 to 75, 77, 78 (P), 79 (P), 80 (P), 90 (P), 122, 124 (P), 141 (P), 142 (P), 143 (P), 144 to 164, 165 (P), 166 (P) 171 (P), 173 (P), 175 to 182, 184 to 188, 192 to 221, 252 to 254, 256 to 263, 264 (P), 293 (P) 294 to 299, 321 to 324, 734, 741 to 745, 763, 764 (P), 765 (P), 766 (P), 769, 770 (P), 771 (P), 772, 773 (P), 774, 777, 778, 801 (P), 802 (P).
5. Mouza (Village) Laudoha, JL NO.-21-34(P), 35 (P), 37 (P), 38 (P), 39 (P), 40 to 44, 45 (P), 46 to 58, 59 (P), 60 (P), 61 to 79, 80 (P), 128 (P), 145 (P), 157 to 175, 177, 180, 181, 195 to 203, 294 to 300, 333 to 342, 377 (P), 378 to 598, 602 to 628, 629 (P), 630, 631 (P), 636 (P), 637, 638 (P), 644 to 688, 690, 697 to 701, 712, 768 (P), 837 to 839, 841, 843, 849 to 854, 870 to 878, 879 (P), 884 (P), 891, 892, 894, 902, 903, 907.
6. Mouza (Village) Chawk Laudoha, JL NO.-22-1, 2, 4 to 12, 13 (P), 14, 15, 16 (P), 17 (P), 55 (P), 56 to 60, 62, 64 to 70, 72 to 76, 146, 147, 150, 151 (P), 152, 153, 159, 160, 164 to 166.
7. Mouza (Village) Jamgora, JL NO.-23-1(P), 2 to 4, 480 (P), 540 (P), 541 to 543, 544 (P), 1248, 1249, 3342, 3385 to 3387.
8. Mouza (Village) Madhaiganj, JL NO.-24-152 (P), 153 (P), 154 (P), 160 (P), 161 (P), 162 (P), 163 to 171, 172 (P), 173, 174 (P), 977 (P), 1065, 1066 (P), 1067, 1068 (2), 1128 (P), 1134 (P), 1135.

Boundary Description—

Line A to B — Passes to the North of Plot Number 348, 346, 341 to the West of 1058, 1054, 1055, to the North of 1055, 1050, 1049 through 1660 of Mouza Nabaghanapur JL NO.-19 through 431, 2397, 2200, 2230, 2393 of Mouza Sirsha through 801, 802, 90 of Mouza Tilaboni, JL NO.-20 and meet at point B.

Line B to C — Passes through Plot Number 90 of Mouza Tilaboni, JL NO.-20 through 1332, 1339 of Mouza Nabaghanapur, JL NO.-19 through 80, 79, 78, 68, 69, 9, 7, 5, 764 to the West of 763 of Mouza Tilaboni, JL NO.-20 and meet at point C.

Line C to D — Passes through Plot number 763, 22, 23, 19, 33, 39, 40 of Mouza Tilaboni, JL NO.-20 and meet at point D.

Line D to E—Passes through Plot number 51, 173, 771, 165, 142, 124, 122 of Mouza Tilaboni, JL NO-20 through 46, 39, 60, 37, 879, 34 of Mouza Laudoha, JL NO.-21 and meet at point E.



Line E to F—Passes to the Southern boundary of and through 80, to the Northern boundary of 383, 383 427 of Mouza Laudohr JL NO. - 1 and meet at point F.

Line F to G—Passes to the Eastern boundary of 354, 333, 173, to the Southern boundary of 181, 193, 186, 195, to the Western boundary of 195, 199, 203, to the Northern boundary of 203, 160, 157, 198, through 145, 903, 128 of Mouza Laudohr JL NO.-21 through 2055, to the Eastern boundary of 2051 of Mouza Balijuri, JL NO.-16 and meet at point G.

Line G to H—Passes through Plot number 2051, 2050 of Mouza Balijuri JL No.-16 through 1128, 1134, 153, 154, 160 of Mouza Madhaigunj JL No.-24 and meet at point H.

Line H to I—passes through Plot number 1066, 162, 174, 172, 977 of Mouza Madhaigunj, JL No.-24 through Plot number 1 of Mouza Jamgora, JL NO.-23 and meet at point I.

Line I to J—Passes through Plot number 480 of Mouza Jamgora, JLNO. 23 and meet at point J.

Line J to K—Passes through Plot number 480, 540, 544 to the Southern boundary of 72, 76, 55, 152, 160, through 13, 16 of Mouza Chawk Laudoha, JL NO. 22 to the Southern boundary of 690, 699, 760, through 768, 638, to the Southern boundary of 637, 602, to the Eastern boundary of 598 of Mouza Laudoha, JL NO.-21 and meet at point K.

Line K to L—Passes to the Southern boundary of 323, 321, 294, 264, 253, to the Eastern boundary of 252, 192, 32, 30, 767, through 763, of Mouza Tilaboni, JL NO. 20 and meet at point L.

Line L to E—Passes through Plot number 1493, 1671, 1672, 1487, 2605 of Mouza Nabaghanapur, JL NO.-19 and meet at point e.

Line e to d—Passes to the Southern boundary of 1480 of Mouza Nabaghanapur, JL NO. 19 and meet at point d.

Line d to c—Passes through 1428, to the Western boundary of 1405, 1285, 1288, 1295, of Mouza Nabaghana- pur, JL NO.-19 and meet at point C.

Line c to b—Passes to the Southern boundary of 1144, 1152, 1019, 1020, of Mouza Nabaghanapur, JL NO.-19 and meet at point b.

Line b to a to M—Passes to the North East boundary of 350 of Mouza Nabaghanapur, JL NO.-19 and meet at a, then to the South of 350 and meet at M.

Line M to A—Passes to the Western boundary of 350, 348 of Mouza Nabaghanapur, JL NO.-19 and meet at point A.

#### SCHEDULE-1

##### Sub-Block-B

##### All Rights

| Sl. No. | Name of Mouza (Village) | Jurisdiction List number | Police Station (Thana) | District (Zeela) | Area in Acres | Remark                              |
|---------|-------------------------|--------------------------|------------------------|------------------|---------------|-------------------------------------|
| 1.      | Sirsha                  | 17                       | Faridpur               | Burdwan          | 88.86         | Part                                |
|         |                         |                          |                        |                  |               | Total : 88.86 Acres (approximately) |
|         |                         |                          |                        |                  |               | Or 35.97 Heter (approximately)      |

##### Schedule of RS Plots to be acquired:—

1. Mouza (Village) Sirsha, JL NO.-17-606(P), 607, 609(P), 610(P), 621(P), 2105(P), 2106 to 2122, 2123(P), 2134 (P), 2135 to 2140, 2141 (P), 2142 (P), 2143 to 2147, 2148 (P), 2149 to 2171, 2172 (P), 2173, 2213 to 2216, 2251 (P), 2254 (P), 2255 (P), 2256 (P), 2257 (P), 2259 (P), 2260 to 2267, 2268 (P), 2269, 2270 (P), 2271 (P), 2272 (P), 2278 (P), 2279 (P) to 2292, 2294 to 2297, 2298 (P), 2299 (P), 2300 (P), 2315 (P), 2316 (P), 2317 (P), 2318 to 2324, 2325 (P), 608.

##### Boundary Description:—

Line N to O—Passes through Plot number 2172, 2141, 2142, 2123, 606, 607, 610, 609 of Mouza Sirsha, JL NO. 17 and meet at point O.

Line O to P—passes to the East boundary of 609, through 2105, 2325, 2319, 2292, 2257, 2254 of Mouza Sirsha, JL NO. 17 and meet at point P.

Line P to N—Passes through 2251, 2256, 2270, 2278, to the Western boundary of 2216, 2213, 2170, 2172 of Mouza Sirsha, JL NO.-17 and meet at point N.

## SCHEDULE I

## Sub-Block-C

## All Rights

| Sl. No. | Name of Mouza (Village) | Jurisdiction List Number | Police Station (Thana) | District (Zeela) | Area in Acres | Remark   |
|---------|-------------------------|--------------------------|------------------------|------------------|---------------|--|
| 1.      | Balijuri                | 16                       | Faridpur               | Burdwan          | 2.17          | Part   |
| 2.      | Madhaigunj              | 24                       | Faridpur               | Burdwan          | 75.50         | Part   |
|         |                         |                          |                        |                  |               | Total : 77.67 Acres (approximately)<br>Or 31.34 Hectares (approximately) |

## Schedule of RS Plots to be acquired:—

1. Mouza (Village) Balijuri, JL No. 16—2050 (P), 2049 (P), 2051 (P).

2. Mouza (Village) Madhaigunj, JL No. 24-93 (P), 94 to 96, 97 (P), 98 (P), 99 (P), 100 (P), 101, 102 (P), 103 (P), 105 (P), 106 (P), 109 to 120, 121 (P), 126, 127 (P), 128 to 131, 132 (P), 133 (P), 139, 141 (P), 142 to 148, 149 (P), 150 (P), 153 (P), 154 (P), 160 (P), 889 (P), 966 (P), 987 (P), 988 (P), 989 (P), 990 to 992, 1005 to 1007, 1132, 1133 (P), 1134 (P), 1136 (P), 1137, 1138, 1139 (P).

## Boundary Description:—

Line Q to R—Passing through Plot number 2051, 2050, 2049 of Mouza Balijuri, JL No. 16 passing to Western boundary of 988, 138, 136, 889, through 889, 135, 133, 127, 121, 108, 105, 100 of Mouza Madhaigunj, JL No. 24 and meet at point R.

Line R to S—Passing through 100, 97, 93, 153, 154, 160, of Mouza Madhaigunj, JL No. 24 and meet point S.

Line S to Q—Passing through 160, 154, 153, 1136, 150, 149, 1139, 141, 989 of Mouza Madhaigunj, JL No. 24 through 2050, 2051, of Mouza Balijuri, JL No. 16 and meet at point Q.

## SCHEDULE I

## Sub-Block-D

## All Rights

| Sl. No. | Name of Mouza | Jurisdiction List number | Police Station (Thana) | District (Zeela) | Area in Acres | Remark   |
|---------|---------------|--------------------------|------------------------|------------------|---------------|--|
| 1.      | Madhaigunj    | 24                       | Faridpur               | Burdwan          | 1.98          | Part   |
| 2.      | Balijuri      | 16                       | Faridpur               | Burdwan          | 15.0          | Part   |
|         |               |                          |                        |                  |               | Total : 16.98 Acre (approximately)<br>Or 6.87 Hectares (approximately) |

## Schedule of RS Plot to be acquired:—

1. Mouza (Village) Madhaigunj, JL No. 24-1, 2 (P), 1020 (P), 1021, 1022 (P).

2. Mouza (Village) Balijuri, JL No. 16-1588 (P), 1589, 1591, 1592 (P), 1593, 1594 (P), 1595 (P), 1596, 1591, 1598 (P), 1599, 1605 (P), 1606 (P), 1607, 1608, 1609 (P), 1610, 1611 (P), 1612 (P), 1613 (P), 1614 (P), 1620 (P), 1627

(P), 1622, 1625 (P), 1626, 1627, 1638 (P), 1640 (P), 1641, 1642, 1664 (P), 1665 (P), 1718, 1719, 1721(P), 1722, 1723, 1724 (P), 1742 (P), 2048 (P), 2063.

**Boundary Description:—**

Line T to U=Passes through 1721, 1722, 1723, 1640, 1625, 1606, 1598, 1599, 1588, 2063 of Mouza Balijuri, JL NO.-16 and meet at point U.

Line U to V=Passes through 2063 of Mouza Balijuri, JL NO.-16 through 1022, 1020, 2, of Mouza of Madhaigunj, JL NO.-24 and meet at point V.

Line V to W=Passes through Plot number 2, of Mouza Madhaigunj, JL NO.-24 through 2048, 1665, 1664, 1614, 1613, 1609, 1611, 1621, 1620, of Mouza Balijuri, JL NO.-16 and meet at point W.

Line W to T=Passes through Plot number 1625, 1642, 1723, 1718, 1719, West of 1721 of Mouza Balijuri, JL NO. 16 and meet at point T.

**SCHEDULE-2**

**RANIGANJ COALFIELDS**

**Raniganj Block-XI Area**

(Plan No. ECL/JNR/LA/89/18, dated : 25-10-89 showing land to be acquired)

**Sub-Block-E**

**Mining Rights Only**

| Serial No. | Name of Mouza (Village) | Jurisdiction List number | Police Station (Thana) | District (Zeela) | Area in Acres | Remarks |
|------------|-------------------------|--------------------------|------------------------|------------------|---------------|---------|
| 1.         | Nabaghanapur            | 19                       | Faridpur               | Burdwan          | 18.00         | Part    |

Total : 18.00 Acres  
(approximately)  
Or 7.28 Hecter  
(approximately)

**Schedule of RS Plot numbers to be acquired:—**

1. Mouza (Village) Nabaghanapur, JL NO.-19-866 to 871, 874 to 988, 990 to 1014, 1016, 1044 (P), 1153, 1266, 1272 to 1284, 1429, 1430, 1432 to 1435, 1444 to 1447, 1449 to 1452, 1486 (P), 1499, 1500, 1561 to 1566, 1572, 1577 to 1580, 1603, 1604.

**Boundary Description:—**

Line a to b=Passing to the North West of Plot number 350 of Mouza Nabaghanapur, JL NO.-19 and meet at point b.

Line b to c=Passing to the Northern boundary of 1020, 1019, 1152, 1144, of Mouza Nabaghanapur, JL NO.-19 and meet at point c.

Line c to d=Passing to the Eastern boundary of 1295, 1288, 1285, 1405, through 1428 of Mouza Nabaghanapur, JL NO.-19 and meet at point d.

Line d to e to a=Line passes to the Southern boundary of 1428, meet at point e, then to the Southern boundary of 1426, 1446, 1251, 904, 865, 867 of Mouza Nabaghanapur, JL NO.-19 and meet at point a.

[NO. 43015/4/94-LSW]  
MRS. P.L. SAINI, Under Secy.

नई दिल्ली, 19 अगस्त, 1996

आ. सं. 2525.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) जिनमें इसमें इसके पश्चात् उक्त नियम कहा गया है, की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 22 जुलाई, 1995 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. सं. 2011, तारीख 3 जुलाई, 1995 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 32 हैक्टर (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आग्रह की सूचना दी थी।

केन्द्रीय सरकार को यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राय है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इसमें संलग्न अनुसूची में वर्णित 32 हैक्टर (लगभग) माप की उक्त भूमि का अर्जन करने के अपने आग्रह की सूचना देती है।

टिप्पण 1 :—इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. डीआरसी/भूमि/95/1 तारीख 22-10-95 का निरीक्षण कलकत्ता, बर्दवान (पश्चिम बंगाल) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट कलकत्ता के कार्यालय में या निदेशक (तकनीकी), परियोजना और योजना, ईस्टर्न कोलफील्ड्स लिमिटेड सेक्टरिया, डाकघर दिशेरागढ़ जिला बर्दवान (पश्चिम बंगाल) के कार्यालय में किया जा सकता है।

टिप्पण : 2:—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबन्धों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबन्ध हैं।

8 अर्जन के प्रति आक्षेप—

(1) कोई व्यक्ति जो ऐसी किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किसी अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण—इस धारा के अर्थात्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करनी चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा मुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण : 3:—केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

डाबर कोयला खान

रानीगंज कोयला क्षेत्र

जिला बर्दवान (पश्चिम बंगाल)

रेखांक सं. डी आरसी/भूमि/95/1 (पुनरीक्षित)

तारीख 22-10-95

| अ.सं. | मौजा/ग्राम | क्षेत्राधिकार सूची सं. | पुलिस थाना | जिला    | क्षेत्र हैक्टेयर में | टिप्पणियां |
|-------|------------|------------------------|------------|---------|----------------------|------------|
| 1.    | फूलधेरिया  | 59                     | सालनपुर    | बर्दवान | 32                   | भाग        |

कुल क्षेत्र 32 हैक्टेयर (लगभग)

मौजा : फुलबेरिया में अजित किए जाने वाले प्लाट

संपूर्ण आर. एम. प्लाट : 1 से 7, 9 से 19, 21, 22, 24 से 26, 28 से 39, 78 से 81, 83 से 89, 91 से 97, 197 से 263, 615, 657, 701, 703 से 716

साधन: आर. एम. प्लाट : 8, 20, 23, 27, 40, 41, 42, 44, 73, 77, 82, 98, 101, 103, 177, 191 से 194, 196, 264, 265, 661

सीमा वर्णन :

- क--ख रेखा (ग्राम) लोहात, क्षेत्राधिकार सूची सं. 61, फुलबेरिया, क्षेत्राधिकार सूची सं. 59 और अत्कुशा, क्षेत्राधिकार सूची सं. 58 की सम्मिलित सीमा के जंक्शन बिन्दु "क" से आरंभ होता है और मौजा अत्कुशा क्षेत्राधिकार सूची सं. 58 तथा फुलबेरिया क्षेत्राधिकार सूची सं. 59 की सम्मिलित सीमा से होकर जाती है और मौजा (ग्राम) फुलबेरिया, क्षेत्राधिकार सूची सं. 59 की उत्तरी सम्मिलित सीमा की रेखा से बिन्दु "ख" पर मिलती है।
- ख--ग रेखा, मौजा (ग्राम) फुलबेरिया, क्षेत्राधिकार सूची सं. 59 तथा मौजा (ग्राम) अत्कुशा, क्षेत्राधिकार सूची सं. 58 के जंक्शन बिन्दु "ख" से आरंभ होती है और बिन्दु "ग" से मिलती है। रेखा मौजा (ग्राम) फुलबेरिया, क्षेत्राधिकार सूची सं. 59 की उत्तरी ओर है।
- ग--क रेखा, मौजा (ग्राम) लोहात, क्षेत्राधिकार सूची सं. 61, मौजा (ग्राम) साधना क्षेत्राधिकार सूची सं. 60 और मौजा (ग्राम) फुलबेरिया, क्षेत्राधिकार सूची सं. 59 के जंक्शन बिन्दु "ग" से आरंभ होता है और मौजा (ग्राम) फुलबेरिया, क्षेत्राधिकार सूची सं. 59 और मौजा (ग्राम) लोहात, क्षेत्राधिकार सूची सं. 61 की सम्मिलित सीमा से होकर जाती है और मौजा (ग्राम) लोहात क्षेत्राधिकार सूची सं. 61, मौजा (ग्राम) फुलबेरिया क्षेत्राधिकार सूची सं. 59 और मौजा (ग्राम) अत्कुशा क्षेत्राधिकार सूची सं. 58 की सम्मिलित सीमा के जंक्शन बिन्दु "क" पर मिलती है।

[फा. सं. 43015/11/95--एन. एम. डब्ल्यू.]

श्रीमती प्रेम लता सेनी, अवर सचिव

New Delhi, the 19th August, 1996

S.O. 2525.—Whereas by the notification of the Government of India in the Ministry of Coal' number S.O. 2011 dated the 3rd July, 1995 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 22nd July, 1995 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for coal in 32 hectares (approximately) of lands in locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in the whole of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the said lands measuring 32 hectares (approximately) described in the Schedule annexed hereto.

Note 1: The plan bearing No. DRC/Land/91/1 dated 22nd October, 1995 of the area covered by this notification may be inspected in the office of the Collector, Burdwan (West Bengal) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Technical), Project and Planning, Eastern Coal fields Limited, Sanctoria, Post Office-Dishergarth, District Burdwan (West Bengal).

Note 2: Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) which provides as follows:—

“8” Objection to acquisition.

(1) Any person interested in any land in respect of which a notification under section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation: It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land to the Central Government containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

Note 3: The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE  
DABOR COLLIERY  
RANIGANJ COALFIELDS  
DISTRICT BURDWAN (WEST BENGAL)

Plan No.DRC/Land/95/1 (Revised)

Dated 22-10-95

| Sr. No.     | Mouza/Village | Jurisdiction list No. | Police Station | District | Area in hectares            | Remarks |
|-------------|---------------|-----------------------|----------------|----------|-----------------------------|---------|
| 1.          | Fulberia      | 59                    | Salanpur       | Burdwan  | 32                          | Part    |
| Total area: |               |                       |                |          | 32 hectares (approximately) |         |

Plots to be acquired in Mouza Fulberia;

R.S. Plots in full—1 to 7, 9 to 19, 21, 22, 24 to 26, 28 to 39, 78 to 81, 83 to 89, 91 to 97, 197 to 263, 645, 657, 701, 703 to 716.

R.S. Plots in part—8, 20, 23, 27, 40, 41, 42, 44, 74, 77, 82, 98, 101, 103, 177, 191 to 194, 196, 264, 265, 661.

Boundary description;

- A—B The line starts from point 'A' the junction point of common boundary of (village) Lohat, Jurisdiction list No. 61, Fulberia, Jurisdiction list No. 59 and Alkusha, Jurisdiction list No. 58 and passes through the common boundary of Mouza Alkusha, J.L. No. 58 and Fulberia, J.L. No. 59 and meet at point 'B'. The line in the North common boundary of Mouza (village) Fulberia, J.L. No. 59.
- B—C The line starts from point 'B' the junction point of Mouza (village) Fulberia, Jurisdiction list No. 59 and Mouza (village) Alkusha, Jurisdiction list No. 58 and meet at point 'C'. The line is in the north side of Mouza (village) Fulberia, Jurisdiction list No. 59.
- C—A The line starts from point 'C' the junction point of mouza (village) Lohat, J.L. No. 61, Mouza (Village) Sadhua, J.L. No. 60 and Mouza (Village) Fulberia, J.L. No. 59 and passes through the common boundary of Mouza (Village) Fulberia, J.L. No. 69 and Mouza (Village) Lohat, J.L. No. 61 and meet at point 'A' the junction point of common boundary of Mouza (Village) Lohat, J.L. No. 61, Mouza (Village) Fulberia, J.L. No. 61, Mouza (Village) Fulberia, J.L. No. 59 and Mouza (Village) Alkusha, J.L. No. 58.

[F. No. 42015/11/95-LSW  
Mrs. P. L. SAINI, Under Secy

## जल-भूतल परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 20 अगस्त, 1996

का. आ. 2526.—यतः श्री एच. जे. वैद्य और श्री एस. पी. लखनपाल को भारत सरकार, जल-भूतल परिवहन मंत्रालय (परिवहन पक्ष) को दिनांक 1-12-95 की अधिसूचना सं. का.आ. 947(अ) के तहत गोदी श्रमिकों के नियोक्ताओं और नौवहन कम्पनियों का प्रतिनिधित्व करने के लिए कांडला गोदी श्रमिक बोर्ड में सदस्यों के रूप में नियुक्त किया गया था।

2. यतः सर्वश्री वैद्य और लखनपाल ने कांडला गोदी श्रमिक बोर्ड की सदस्यता से अपने त्यागपत्र दे दिए थे और इन्हें सरकार द्वारा स्वीकार कर लिया गया है और इस प्रकार कांडला गोदी श्रमिक बोर्ड में दो रिक्तियां हो गई हैं।

3. इसलिए अब गोदी श्रमिक (रोजगार का विनियमन) नियमावली, 1962 के नियम 4 के अनुसरण में केन्द्र सरकार एतद्वारा उक्त रिक्तियों को अधिसूचित करती है।

[फा.सं. एल.बी. 13014/1/94-यूएस(एल)खंड-II]

एस.के. दरगन, अवर सचिव

## MINISTRY OF SURFACE TRANSPORT

(Transport Wing)

New Delhi, the 20th August, 1996

S.O. 2526.—Whereas Shri H. J. Vaidya and Shri S. P. Lakhanpal were appointed as members of the Kandla Dock Labour Board representing the employers of dock workers and shipping companies vide notification of the Government of India, Ministry of Surface Transport (Transport Wing) No. S. O. 947(E) dated 01-12-1995; and

2. Whereas S/Shri Vaidya and Lakhanpal had tendered their resignations from the membership of the Kandla Dock Labour Board and these have been accepted by the Government and thus, two vacancies have occurred on the Kandla Dock Labour Board;

3. Now, therefore, in pursuance of Rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies the said vacancies.

[F. No. LB-13014/1/94-US(L) Vol. II]

S. K. DARGAN, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 18 जुलाई, 1996

का. आ. 2527.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/179/92 आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

## MINISTRY OF LABOUR

New Delhi, the 18th July, 1996

S.O. 2527.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 1 as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on the 17-7-96.

[No. L-22012/179/92-IR C-II]  
RAJA LAL, Desk Officer

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present :

Shri Justice R. S. Verma, Presiding Officer.  
REFERENCE NO. CGIT-1/68 OF 1992

Parties :

Employers in relation to the management of Rajur Colliery of W. C. Ltd.

AND

Their workmen

Appearances :

For the Management : Shri G. S. Kapoor, Advocate.

For the Workman : No appearance.

INDUSTRY : Mining  
Camp : Nagpur.

STATE : Maharashtra

Nagpur, dated the 18th day of June, 1996

## AWARD

None present for workman inspite of notice.

Shri G. S. Kapoor Advocate for management along with Shri J. N. Shrivastava, Officer incharge of the case.

Shri Kapoor under instructions states that an out of Court settlement has taken place and the workman has been taken on duty and the dispute does not survive.

Shri J. N. Shrivastava has filed an office order dated 03/10-04-95 issued by the personnel Manager of the management along with the original settlement. He identifies the signatures A to B and C D on the settlement as that of Shri S. K. Bhargava and A. K. Singh respectively, the Officers of the management. He has identified signatures E, F, as those of Shri D. K. Badalo, General Secretary of the union and GH as those of the workman Prakash Gajanan Kadve. I have gone through the settlement. It is fair and just and is hereby recorded. The dispute is resolved as per terms of the settlement, which shall be part of the award. Award is made accordingly.

R. S. VERMA, Presiding Officer

WESTERN COALFIELDS LIMITED., OFFICE OF THE GENERAL MANAGER, MAJRI AREA : KUCHNA : PO : SHEMBAL, DISTT. : CHANDRAPUR (MS) 442 907 REF. NO. WCL : MA : GM : PER : 81/273 Dated : 03/10-04-1995

## OFFICE ORDER

In pursuance of Form 'H' Settlement dtd. 9-3-95 entered in to between Management of Majri Area, WCL, and General Secretary of BKKMS (BMS), Shri. Prakash Gananan Kadve, General Mazdoor is hereby posted at Saonet Project, Nagpur Area with effect from 1st April, 1995.

He is advised to report to General Manager, Nagpur Area on receipt of this order in terms of the said Settlement.

Personnel Manager, Majri Area

## DISTRIBUTION :

1. General Manager, Nagpur Area.
  2. Dy. Chief Personnel Manager, Nagpur Area, alongwith a copy or Form-'H' Settlement Dtd. 9-3-95.
  3. General Manager (IR) WCL, Nagpur.
  4. TS to D(P) WCL, Nagpur.
- He has already reported for duty and is working in terms of settlement.

J. N. SHRIVASTAVA, Dy. Personnel Manager  
Rajur Sub Area

Sd/- 18-6-96  
Illegible  
Advocate

MEMORANDUM OF SETTLEMENT  
FORM "H"

(see Rule 58 of I.D. Rules 1957)

## Representing Management :

1. Shri B. K. Bhargava,  
Personnel Manager,  
Majri Area.
2. Shri Anil Kumar Singh,  
D. Personnel Manager,  
Majri Area.

## Representing Union :

1. Shri D. K. Badola,  
Gen. Secretary,  
BKKMS (BMS), Majri  
Area.
2. Shri Prakash Gajanan  
Kadwe Ex-General Maz-  
door

## SHORT RECITAL OF THE CASE :

Shri Prakash Gajanan Kadwe, Ex-General Mazdoor, Rajur was terminated from services on account of unauthorised absenteeism, after enquiry. An ID has been raised by Union, which is under adjudication in CGIT being Case No. : 1/68/92. Meanwhile Shri Deo Pujari, Gen. Secretary, BKKMS (BMS) raised the issue of reinstatement of Shri Prakash Gajanan Kadwe, Ex-General Mazdoor at GM(TR) level and subsequently in IR meeting at D(P) level on 8-8-94.

The issue was discussed at length in IR meetings and finally on 8-8-94, at D(P) level, it was agreed to settle the issue on following terms of settlement, for a consent award by CGIT.

## TERMS OF SETTLEMENT

- (1) That Shri Prakash Gajanan Kadwe is to be allowed as General Mazdoor in Saoner Project of Nagpur Area.
- (2) That no wages for his idle period shall be claimed by workman/Union, i.e., period of his idleness from the date of termination till date of joining his duties shall be treated as "dies-non", on the principle of "no work No-Pay".
- (3) The notional seniority shall be maintained for the limited purpose of gratuity.
- (4) This settlement will come into effect within a week from the date of filing of this settlement in CGIT for a consent award. His seniority for the other purposes on the job of General Mazdoor or re-instatement shall be reckoned from the date of his joining duties in terms of this settlement.
- (5) Neither the workman nor the Union shall raise any dispute what so ever in future for backwages etc. or any other monetary benefit.
- (6) This is full and final settlement over this issue.

(S. K. BHARGAVA),  
Personnel Manager  
Majri Area,

Sd/- Illegible  
(A. K. SINGH)  
Dy. Personnel Manager,  
Majri Area

(I. K. BADOLA)  
General Secretary,  
BKKMS (BMS) Majri Area.  
PRAKASH GAJANAN KADWE,  
Ex-General Mazdoor

## WITNESSES :

- Sd/- Illegible,  
(1) M. A. Anandulmon  
(2) P. S. G. Raut

नई दिल्ली, 7 अगस्त 1996

का. अ. 2528.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस सी सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/373/95-आई आर (सी-II)]  
राजा लाल, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2528.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd., and their workmen, which was received by the Central Government on the 31-7-96.

[No. L-22012/373/95-IR(C-II)]  
RAJA LAL, Desk Officer

## ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT  
HYDERABAD

## PRESENT :

Sri. A. Hanumanthu, M.A., LL.B., Industrial Tribunal  
Dated, 22nd day of June, 1996  
Industrial Dispute No. 54 1996

## BETWEEN :

The Secretary, Central Council,  
Singareni Collieries Workers Union,  
(AITUC), Bellampalli-504251,

.. Petitioner.

## AND

The General Manager,

M/s. Singareni Collieries Company Ltd.,  
Bellampalli,  
Adilabad (A.P.)

.. Respondent

## APPEARANCES :

None appeared—for both the parties.

## AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi by its Order No. L-22012/373/95-I.R.(C.II) dated 18-4-1996. Under Section 10(1)(d) and 2A of Industrial Dispute Act, 1947 for adjudication of Industrial Dispute mentioned in its Schedule which reads as follows :—



"Whether Mr. M. Seshadri Machinist of Workshop of Bellampalli Area is entitled for promotion Cat-VI with effect from 1-2-1995 in place of the vacancy caused by retirement on 31-1-95 of Sri B. Satyanarayana, Machinist Category VI or not? If not what relief he is entitled to?"

The said reference has been taken on file as I.D. No. 54/96.

2. After receipt of the said reference notice was issued to both the parties to be present on 22-6-1996 before this Tribunal and they acknowledged the same. On 22-6-96 when the matter is called both parties are absent and even no representation is made on their behalf though notice were served on both sides. Hence the petitioner and respondent are set-exparte. As there are no triable issues and as they are not evincing any interest to prosecute the matter, there is no option except to close the reference. Hence the reference is closed.

Typed to my dictation given under my hand and the seal of this Tribunal, this the 22nd day of June, 1996.

A. HANUMANTHU, Industrial Tribunal-I

नई दिल्ली, 7 अगस्त, 1996

का. आ. 2529.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम सी सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/360/95-आई.आर. (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2529.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd., and their workman, which was received by the Central Government on the 31-7-96.

[No. L-22012/360/95-IR C-II]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT  
HYDERABAD

#### PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated, 10th June, 1996

Industrial Dispute No. 34 of 1996

#### BETWEEN :

Vice President  
Central Council AITUC.  
S.C. Workers Union,  
CCC Post A. P. Pin 504 302.

.. Petitioner.

#### AND

The General Manager,  
M/s. S.C.C. Limited,  
Srirampur, Adilabad (A.P.)-504001.

.. Respondent.

#### APPEARANCES :

None appeared—for both the parties.

#### AWARD

The Government of India Ministry of Labour New Delhi made reference in its Order No. L-22012(360)/95-IR(C-II) dated 27-3-96. Under Section 10(1)(d) and 2A of Industrial

Dispute Act, 1947 for adjudication of Industrial Dispute mentioned in its Schedule which reads as follows :—

"Whether Mr. Kesari Anjaiah, who received the appointment order on 13-6-88, and who actually worked in the company of M/s. SCCL from 21-6-88, as Badli filler is entitled for regularisation basing on the facts he received the appointment order on 13-6-88 prior to the cut off date of 16-6-88 for regularisation? If not, what relief he is entitled to?"

The said reference has been taken on file as I.D. No. 34/96.

2. After receipt of the said reference this Tribunal has issued notices to both the parties, to be present before this Tribunal on 10-6-96. Both the parties have acknowledged the receipt of notices. But when the matter was called on bench on 10-6-96, both parties were absent though notices were served. Even no representation was made on their behalf. Hence they are set exparte.

3. Since both the parties are not evincing any interest to prosecute the matter, even though the notices are received by them. Hence there are no triable issues in this dispute. There is no option except to close the reference. Hence the reference is closed.

Typed to my dictation, given under my hand and the seal of this Tribunal, on the 10th day of June, 1996.

A. HANUMANTHU, Industrial Tribunal-I

नई दिल्ली, 7 अगस्त, 1996

का. आ. 2530.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम सी सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-96 को प्राप्त हुआ था।

[संख्या एल-22012/178/95-आई.आर. (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2530.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workman, which was received by the Central Government on the 31-7-96.

[No. L-22012/178/95-IR/C-II]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT  
HYDERABAD

#### PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated, 1st day of July, 1996

Industrial Dispute No. 95 of 1995

#### BETWEEN :

The General Secretary,  
Swatantra Boggu Gani,  
Karnik Sangham, Yellandu,  
Khammam District.

.. Petitioner.

#### AND

The General Manager (Pro),  
Singareni Collieries, Company Limited,  
Yellandu, Khammam District.

.. Respondent

#### APPEARANCES :

Sri K. Srinivasa Rao, Advocate—for the Petitioner.

M/s. K. Srinivasa Murty, G. Sudha & Bharati Devi,  
Advocates—for the Respondent.

### AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi by its Orders/No. 1-22012/178/95-IR(C-II), dt. 6-11-1995 under Sections 10(1)(d) & 2A of Industrial Disputes Act, 1947 for adjudication of Industrial Dispute mentioned in its schedule which reads as follows :—

“Whether the action of the management in dismissing the services of Sh. Abdul Rwoof, Ex. Badli Worker, J. K. 5 Incline, SCC Ltd., Yellandu Area is legal and justified ? If not, to what relief the workman is entitled to ?”

The said reference has been taken on file as I.D. No. 95/95.

2. After receipt of the said reference, notice was sent to both the parties to be present on 4-1-1996 before this Tribunal. On 4-1-1996 Sri Srinivasa Murty filed a petition under Section 36(4) of I.D. Act seeking permission to appear for the respondent. But the petitioner was called absent. Then the matter was posted for await notice of the petitioner from time to time.

3. On 6-4-1996 Sri Srinivasa Rao, Advocate filed Vakalatnama for the petitioner. For filing of claims statement the matter was posted to 19-4-1996. But the claim statement was not filed. Time was extended for filing Claims Statement of petitioner till 15-6-1996. On 15-6-1996 at request of the Advocate for the petitioner time was extended till 1-7-1996 on payment of costs of Rs. 25 to the respondent by the petitioner.

4. On 1-7-1996 the costs are not paid. When the matter was called, the petitioner and his counsel were called absent. No representation for petitioner is made. Then this Tribunal set the petitioner ex-parte. The Advocate for the respondent submitted that the Respondent has no counter. Hence there are no triable issues.

In view of the above, neither the petitioner nor his counsel is evincing any interest to prosecute the above matter there is no option for this Tribunal except to close the reference as there are no triable issues in this case. Hence the reference is closed.

Typed to my dictation, given under my hand and the seal of this Tribunal this the 1st day of July, 1996.

A. HANUMANTHU, Industrial Tribunal-I

नई दिल्ली, 5 अगस्त, 1996

आ.आ. 2531.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापटनम पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, विशाखापटनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-96 को प्राप्त हुआ था।

[सं. एल-34011/3/95-आई.आर. (विविध)]  
बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 5th August, 1996

S.O. 2531.—In pursuance of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure, in the industrial dispute between the employers in relation to the management

of Visakhapatnam Port Trust and their workmen, which was received by the Central Government on the 31-8-96.

[No. L-34011/3/95-IR(M)]

B. M. DAVID, Desk Officer

### ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, VISAKHAPATNAM

PRESENT :

Smt. G. Jaishree, B.Sc., LL.M., Chairman & Presiding Officer  
Wednesday, the 17th day of July, 1996

I.T.I.D. No. 8/96

BETWEEN

The General Secretary,  
Visakhapatnam Port Emp. Union,  
D. No. 26-15-204,  
Dharmasakti Bhawan,  
Visakhapatnam-530 001

—Workman

AND

The Chairman,  
Visakhapatnam Port Trust,  
Visakhapatnam

—Management

This dispute coming on for hearing before me in the presence of Sri S. Siva Ramdas, Advocate for workman and Sri B. Gowrishankara Raju, Advocate for management, but no representation made for workman the court passed the following :

### AWARD

Workman and counsel called absent. No representation made. Claim statement not filed. Hence I.T.I.D. is closed and Nil Award passed.

Given under my hand and seal of the court this the 17th day of July, 1996.

G. JAISHREE, Chairman & Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का.आ. 2532.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था।

[सं. एल-31012/5/92-आई.आर. (विविध)]  
बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2532.—In pursuance of Section 11 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workman, which was received by the Central Government on 6-8-96.

[No. L-31012/5/92-IR(Misc.)]

B. M. DAVID, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. COIT-2/52 of 1993

Employers in relation to the Management of Bombay Port Trust, Bombay

AND

Their Workmen

#### APPEARANCES :

For the Employer—Shri C. D. Nargolkar, Advocate  
For the Workmen—Shri Jaiprakash Sawant Representative

Mumbai, dated 17th July, 1996

#### AWARD

The Government of India, Ministry of Labour by its Order No. L-31012/5/92-TR(Misc) dated 14-6-1993 had referred to the following Industrial Dispute for adjudication :

"Whether the action of the management of Bombay Port Trust, Bombay in declining to regularise and extend the status and privileges of permanent workmen to S/Shri K. R. Kapadi and A. Anthony G. Edison, Supervisors, appointed by the Director Pollution Control Cell and treat them as workman employed by Contractors and deny them the Pay Scales of Rs. 1385-60-1865-70-2545 as per the Wage statement dated 12-6-1989 is just, proper and legal?"

2. Jayaprakash Sawant, Secretary of the Bombay Port Trust employees union filed a statement of claim on behalf of the Mr. Kapadi and Mr. Edison. It is averred that they were appointed by the B.P.T. as the supervisors in Pollution Control Cell of the Port Department w.e.f. 1-5-85 and 17-12-87 respectively.

3. The union pleaded that the work which was allotted to them was of inspection of vessels falling under Port of Bombay as per the provisions of the International Convention and Regulations regarding Marine Pollution Control, taking oil samples from vessels bilge/slopes tanks, checking and collecting oil record book and also Pollution prevention certificate and pointing out any leak or escape of oil, improper storage of garbage or any incident of pollution from the vessels. The union asserted that the workmen were selected and appointed for the post of supervisors by the Director, Pollution Control Cell of the management of B.P.T. Their work was supervised by the Director, Pollution Control Cell of the B.P.T. It is averred that these workmen work as per the instructions of the B.P.T. Their wages were paid by the contractors engaged by the B.P.T. It is averred that they were paid menage wages. Infact these workmen are the direct employees of the B.P.T. and are entitled to be regularised in services and given wages and other conditions in terms of the wage settlement awards is applicable to other employees of the port trust.

4. The workman claimed for the reliefs. The management terminated the services of the workman w.e.f. 1-9-90 unlawfully. It is submitted that these workmen are entitled to the regularisation and other service conditions like that of regular B.P.T. employees w.e.f. the date of their appointment. They prayed for the same.

5. The B.P.T. resisted the claim by the written statement Exhibit-3. It is averred that these workmen were not in the employment of the B.P.T. But they are employees of M/s. Ibrahim H. Pirkhan, Marine Engineering works who is the independent contractor of the employer i.e., Bombay Port Trust. These workmen were employed by the contractor to carry out the work as per the contract awarded to him to the knowledge of these workmen. It is submitted that these workmen were supervisors and they were paid wages exceeding Rs. 1,600/- per month by the contractor during the tenure of their service. As such they cannot be called as a worker as contemplated under the Industrial Disputes Act of 1947. It is therefore the Tribunal has no jurisdiction to decide the reference.

6. It is submitted that the employer engaged a contractor by way of periodical contracts for Docks Basin cleaning operation. The said contract work involved floatsam, collection of spilled oil etc. from the dock basin. The workmen were employed by the contractor as per clause 2A of the contract. The workmen are on the muster roll of the contractor and

their wages were paid by the contractors and not by the employer. They have to report the contractor and not the employer. It is averred that there is no relationship of master and servant between the workman and the employer.

7. The management pleaded that the work of the workman was control and supervision by the contractor pollution control. It is denied that the workmen worked for B.P.T. and under instructions of the B.P.T. It is submitted that when there is an appointment of a person in B.P.T. he is given appointment letters, a ticker No., specific designations and other things. His name is recorded in the muster roll and his wages are paid on its basis. It is denied that the B.P.T. terminated the services of the workmen w.e.f. 1-9-90 and it is asserted that they have no concern for his termination. It is submitted that the claim which is made by the union is without any merit and deserves to be rejected.

8. The issues that fall for my consideration and my findings there on are as follows :

| Issues   | Findings   |
|--|--|
| 1. Whether the Tribunal had jurisdiction to decide and entertain the matter?   | No.  |
| 2. Whether the action of the management of the B.P.T. in declining the regulation and extended the status and privilege of permanent employees to Kapadi and Edison supervisor is justified? | Does not survive.<br>If survives in the affirmative. |
| 3. If not, what relief they are entitled to?   | does not survive.                                    |

#### REASONS

9. Jaiprakash Sawant (Exhibit-6) Secretary of the Bombay Port Trust Employees Union affirmed for these workmen. He affirmed that these two workmen are the supervisors of the B.P.T. in its pollution control cell. Exhibit-4/1 is a letter dated 23-1-87 written to Edison offering him the post of supervisor for consolidated pay of Rs. 250 per month. That letter was written to Edison in response to his application for the post of supervisor. The application given by Edison is at Exhibit-9. After perusal of this application it reveals that he was working as assistant supervisor (Temporary) with M/s. Ericson and Richards since 1983. It can be seen that this offer was not as per the prayer made by Edison. Exhibit-4/2 is a certificate given to the workman authorising to go to the vessel to carryout the work. This is for a particular purpose, as mentioned in that certificate. Exhibit-4/3 is the inspection report. On the basis of these documents the whole case is erected by the union. According to him such type of letter were also given to another worker but they are not produced.

10. The cross-examination of Sawant is material one. He is aware that Ibrahim Pirkhan is a contractor and the company had awarded work to it for dock basin cleaning operation. He accepts their salary of Rs. 2,500 but denied that they work for that company. He accepts the position that the contractors have paid salaries to these workmen. According to him the B.P.T. had given the direction to them to make such a payment. This is denied by B.P.T. He accepts that initially the contract was given to Anant Motor Launch services and subsequently to M/s. Pirkhan. He denied the suggestion that these two workmen are on the muster rolls of the contractors. According to him the identity cards are given to them by B.P.T. Those identity cards are not produced on the record. He accepts that B.P.T. had not given the termination letters to these workmen. He tried to submit that they were orally terminated. He denied that the contractor is having valid licence. But it is without merit because the licence is produced on the record at Exhibit-5/8. He accepts that for the first time they made representations in the year 1990, for the claim which is made in the statement of claim. These workmen have not come before the court to lead oral evidence nor any explanation is given why they are not produced.

11. Mohammed Khaleed Basha (Exhibit-13), the junior officer of the B.P.T. in the Pollution Control Cell affirmed that these two workmen were not in the employment of the B.P.T. at any time in the past. They were never issued appointment

letters nor given ticket Nos. like regular employees. He corroborates Sawant on the point that their salaries are not paid by the B.P.T., but by the contractors M/s. Ibrahim Pirkhan and Co., who is one of the contractors of the Port Trust. He affirmed that, that company was awarded the periodical contract to carry out the work and as per the contract the workman worked only in the capacity of the supervisors of the contract. He affirmed that their work was supervised by the contractor. According to him the Director, Pollution Control was involved in the selection of contractors workmen to ensure that proper and competent personnel is engaged by the contractor for the contract work. On the basis of this statement it is tried to submit that the workman is wrongly placed in reliance on Exhibits-4/1 and 4/2 which I have already referred above. In his cross-examination nothing has come on the record for coming to the conclusion that these workmen were appointed by B.P.T.

12. Basha (Ex-13) affirms that the documents which are produced along with Exhibit-5 (A to M) are true and correct. Exhibit-5/A is a notice (common) to all tenderers for dock basin cleaning contract dated 10-12-87. This shows that the work which the workman claims to be doing was given contract by tender. Exhibit-5/B is a copy of the letter to the contractor M/s. Ibrahim Pirkhan dated 17-11-87. This shows that the contract was given to him as per their tender. Exhibit-5/C is a letter of M/s. Pirkhan to the Director, Pollution Control Cell dated 19-11-87, by which they informed the director that they accepted the offer which was given to them. Exhibit-5/D is a copy of the contract between B.P.T. and the contractor. It is in respect of clearing float-som collection of spilled oil. Exhibit-5/E is a letter dated 15-12-87 addressed by Director to M/s. Pirkhan and Co., which speaks of operations work order. This came into existence from 8-12-87. The working hours are mentioned with all the details of work. Exhibit-5/F is a letter dated 21-12-87 from M/s. Pirkhan and Co., to the Director. These documents support the case of Basha that periodical contracts were given for the work, the workmen alleged to be doing.

13. Exhibit-5/G is a certificate of registration under the contract labour Act of M/s. Pirkhan dated 1-8-88. This shows that the certificate is issued under (2) of Section 7 of the contract Labour Regulation and Pollution Act of 1972 to the Deputy Commissioner of the B.P.T. for the work to be carried out to skim oil and remove garbage etc. from the dock basin and outer harbour. The contractors name mentioned there in M/s. Ibrahim Pirkhan. The maximum number of contract labours to be employed are 37. Exhibit-5/H is licence given to Ibrahim Pirkhan dated 16-3-90. This shows M/s. Ibrahim and Pirkhan had given a licence to carry out the work on contract basis. Exhibit-5/I is a letter dated 19-3-91 written on behalf of M/s. Ibrahim H. Pirkhan to the Director, Pollution Control stating that Edison and Kapadi are working with them as supervisors and their salary is paid by them. Their consolidated pay is Rs. 2,500 per month. On the basis of these documents it is very clear that these workmen were not in the employment of the B.P.T. and they were the employees of the contract engaged by the B.P.T.

14. It is tried to argue on behalf of the union that the licence produced on the record is only for the period from 16-3-90 to 15-3-91 and the earlier contractor had not licence. It is further submitted that the employer had also no certificate of registration for the period prior to 1-8-88. The workman was appointed prior to 1-8-88. In fact there is no suggestion to the management witness that they do not possess such a registration certificate or a licence. No doubt there is lacunae, but I do not think that it is a vital one. The circumstances which I have already discussed above clearly suggests that the B.P.T. was giving contracts for that particular work for a period of a year and again tenders were issued and new contract were issued. In the normal course they must have been following the regular procedure of getting registration as required under the law and the licensed contractor. There is no reason for coming to the conclusion that they had not done so. In a concern like B.P.T. when a person is appointed he must be given an appointment letter with specific designation, ticket No. etc. clear cut to show that they were not appointed by the B.P.T. but they were appointed by the contractors to carry out the work given to the contractor on contract.

15. Mr. Sawant the Learned Representative of the union placed reliance on Kerala State Coir Corporation V. Industrial Tribunal 1995 1 CLR 529. In that case security personnel were supplied to the company by the society. They were working under control and supervision of the company. While deciding the matter Their Lordships observed the basis of employment is whether the person employed is under the control and supervision of the employer. Mode of payment whether it was direct or through any other agency does not normally determined the status of the person as a workman. There their Lordships came to the conclusion that those persons were the workman of the company. He was in this case the witness for the management. He denied that these workmen are controlled by them. The workmen had not entered into the witness box to depose that their work is supervised by the B.P.T. and all their workings were controlled by the B.P.T. On the contrary it is the case of the B.P.T. that these workmen have to report to the contractor for their work and the contractor used to report to the B.P.T. Mr. Sawant also placed reliance on Hussain Bhai V. Alath Factory Thozhikkal Union 1978 II LLJ 397; Jacob V. Kerala Water Authority and Ors. 1991 II LLJ 65 and Dharendra Chemboli V. State of U.P. 1986 I LLJ 134(SC). The facts of these cases are quite different than the facts before me. They have no reference to the contract labour Act. Mr. Sawant the Learned representative for the union also placed reliance on Gujarat Electric Board V. Hind Mazdoor Sangh 1995 AIR (SC) 2934. That was a case wherein their Lordships observed that after coming into operation of the contract Labour regulation and abolition Act 1970 the authority to abolish the contract labour vested exclusively in the appropriate government which is to take its decisions in the matter in accordance with the provisions of section 10 of the Act. The decision of the Government is final subject of course to the revision. After going through these authority I do not find that it has any application to the set of facts before me.

16. It can be seen that after the B.P.T. would have been appointed these employees then there was no need for it to ask the contractor to make their payments. This is the circumstance which clearly supports the case of the B.P.T. that these workmen were not employed by them. They are employed by the contractor to whom they had given the work. There is nothing on the record to show that no contractor was asked to make their payments.

17. Admittedly these workmen are drawing the consolidated salary of Rs. 2,500 per month i.e. exceeding Rs. 1,600. The nature of their duties on record including supervision of other thirty employees who work for the said contractor. Their work appears to be managerial. These workmen had not entered into the witness box to depose that they fall in the definition of section 25 of the Industrial Disputes Act. From the testimony of Sawant it cannot be said that the work which is performed by them falls in the category of workman. Mr. Sawant the Learned Representative along with his written argument Exhibit-17 filed a statement on each region and contended that that shows that they are the workmen. He wanted to rely on the pay scale which they are claiming i.e. 1385-60-1565-70-2545. On its basis it cannot be said that they are workmen. He further submitted that there is a book on which basis it can be shown that this scale is applicable to the workmen. While deciding whether the particular person is a workman or not it has to be seen what work he does, what are his monthly wages, whether he is doing any supervising work, whether he is doing any administrative work and on its basis a conclusion has to be drawn. For the reasons stated above, the facts that they claim to be supervisors, that he fact that they draw Rs. 2,500 per month as salary, that they did not enter into the witness box to depose regarding the nature of work they performed clearly suggests that they do not fall in the category of the worker. It is therefore the Tribunal had no jurisdiction. In the result I record my findings on the issues accordingly and pass the following order:

#### ORDER

The reference is disposed of for want of jurisdiction.

S. B. PANSE, Presiding Officer

नई दिल्ली, 9 अगस्त, 1996

का. मा. 2533—औद्योगिक विवाद अधिनियम, 1947  
(1947 का 14) की धारा 17 के अन्तर्गण में केन्द्रीय

सरकार मै. डालमिया सीमेंट भारत लिमि. डालमिया पुरम के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कार्य-कारों के बीच अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है ज। केन्द्रीय सरकार को प्राप्त हुआ था।

[सं. एल.-29012/47/87-डी-III (विविध)]  
एल-29012/52[87-डी III(विविध)]  
वी.एम. डेविड, ईस्क अधिकारी

New Delhi, the 9th August, 1996

S.O. 2533.—In pursuance of section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Dalmia Cement (Bharat) Ltd., Dalmia Puram and their workman, which was received by the Central Government.

[No. L-29012/47/87-D.III(B)/  
L-29012/52/87-D.III(B)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU,  
MADRAS

Thursday, the 25th day of January, 1996

#### PRESENT :

Thiru N. Subramanian, B.A.B.L., Industrial Tribunal,  
Industrial Dispute Nos. 6 and 7 of 1988

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Dalmia Cement (Bharat) Limited, Dalmiapuram, Tiruchirapalli, District.

In Industrial Dispute No. 6 of 1988

#### BETWEEN

Thiruvalargal

1. C. Kamatchiammal,  
W/o. Late A. Chinnasamy,  
(Substituted as per Order  
in Misc. Appn. No. 78 of  
1992 dated 6-8-92).

D/o. Thiru V.  
Lakshmipathi,  
Advocate, No. 57-C,  
Court St.,  
Ariyalur,  
Tiruchy Dt.

2. A. Vlagula Mary,  
W/o. Late S. Anthony,  
(Substituted as per Order  
in Misc. Appn. No. 124 91  
dated 23-3-92).

3. Kong Thirumalai.

4. H. Arokiasamy.

5. Veerapatti Ponnammal  
AND

The General Manager,  
M/s. Dalmia Cement (Bharat) Limited,  
P.O. Dalmiapuram, District Tiruchirapalli,  
Tamil Nadu.

#### BETWEEN

Thiruvalargal

1. G. Anthony, D/o. Thiru V. Lakshmipathi.  
2. G. Asservatham Advocate,  
3. V. Kolandai No. 57-C, Court Street,  
4. M. Sellamuthu Ariyalur, Tiruchy Dt. Tamil Nadu.

#### AND

The General Manager,  
M/s. Dalmia Cement (Bharat) Limited,  
P.O. Dalmiapuram,  
District Tiruchirapalli,  
Tamil Nadu.

#### REFERENCE :

Order No. L-29012/52/87-D.III(B), dated 4th January, 1988, Ministry of Labour, Government of India, New Delhi.

These disputes coming on for final hearing on Monday, the 8th day of January, 1996 upon perusing the reference, Claim and Counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Chandru, Advocate appearing for the Workmen and of Tvl. K. Jayaraman and J. Anaiyappan, Advocates appearing for the Management and these disputes having stood over till this day for consideration, this Tribunal made the following

#### AWARD

Since the respondent in both the I.Ds. and the reference for adjudication are one and the same, a common award is passed.

Government of India, by its Letter No. 29012/47/87-D. III(B), dated 28th December, 1987 and No. L-29012/52/87 D.III(B), dated 4th January, 1988, referred for adjudication before this Tribunal u/s. 10(1)(d) of the I.D. Act, 1947 regarding the dispute :

1. Whether the Management of M/s. Dalmia Cement (Bharat) Limited, Dalmiapuram, Trichirapalli District, Tamil Nadu is justified in terminating the services of the following 5 workmen w.e.f. 2nd April, 1987? If not what relief are the concerned workmen entitled to?"

1. Sh. A. Chinnasamy, Unskilled Mine worker.  
2. Sh. S. Anthony, Gangman.  
3. Sh. Kong Thirumalai, Water carrier.  
4. Sh. H. Arokiasamy, Unskilled Mine Worker.  
5. Smt. Veerapatti Ponnammal, Unskilled Mine worker.

2. Whether the Management of M/s. Dalmia Cement (Bharat) Limited, Dalmiapuram P.O., Trichirapalli District, Tamilnadu is justified in terminating the services of the following 4 workmen w.e.f. 2nd April, 1987? If not, what relief are the concerned workmen entitled to?"

1. Sh. G. Anthony, Workman.  
2. Sh. G. Asservatham, Unskilled Mine worker.  
3. Sh. V. Kolandai, Mech. Att.  
4. Sh. M. Sellamuthu, Unskilled Mine Worker.

2. After services of notices, both the petitioner and the respondent filed their claim statement and counter statement respectively.

3. The Common case of the petition in both the I.Ds. are as follows :

The petitioners were employed in the respondent-company. They were originally members of the Dalmia Cement National Workers Union, which is the recognised union by the respondent. Union submitted draft amendments to the Certified Standing Orders seeking to raise the retirement age prevailing in the respondent-establishment. The age of superannuation of the workmen was 58 years with further condition

#### REFERENCE :

Order No. L-29012/47/87-D.III(B), dated 28th December, 1987, Ministry of Labour, Government of India, New Delhi.

In Industrial Dispute No. 7 of 1988

that in cases where the Management uses its discretion, it can be extended upto 60 years. The Union complained of arbitrariness and favouritism on the part of the respondent in granting such extension. It is further contended the age limit should be raised to 60 years uniformly for all workers. Since the Certifying Officer negated the Union's contention, the Union took up the issue before the Appellate Authority. The said authority accepted the stand of the petitioners to increase the age of Superannuation to 60 years with the condition that the extension of 60 years was to be granted subject to the Company's Medical Officer certifying them fit. The Management initially did not challenge the certification but however wanted to cleverly manipulate and get over the effect of the amendment. Since the Company's Medical Officer was their paid servant, they can influence his decision. So that all the workers will be denied extension on the ground of medical unfitness. To prevent such abuse of the power and arbitrariness, the Mines Act and the Rules framed thereunder contemplated right of appeal against the medical unfitness declared by the Company's Medical Officer to the Appellate Medical Board constituted by the Government. The respondent with mala fide intentions got 33 workmen including the petitioner medically disqualified for being continued in service beyond 58 years. Though the certificate was stated to have been obtained on 31st July, 1986, the respondent did not furnish those certificates immediately but however gave termination orders dated 2nd April, 1987. The petitioners individually protested against the disqualification. The petitioners also caused notice through their counsel to the respondent and demanded the restoration of service of the petitioners. Even though the petitioners were ceased to be the members of the Dalmia Cement National Workers Union, the said Union approached the local Civil Court without any authorisation from the petitioners. The petitioners are no way connected with the said suit. The petitioners individually raised Industrial dispute u/s. 2-A before the Assistant Labour Commissioner. The respondent gave their replies dated 14th October, 1987. The Conciliation Officer submitted his failure report on 4th December, 1987. The petitioner's termination w.e.f. 2nd April, 1987 is wholly illegal, unjustified and mala fide. Medical unfitness certificate given by the Company's Medical Officer is pre-medicated. The respondent was aggrieved against the Certification of amendment to the Standing Order made by the Appellate Authority. They themselves took up the issue before the High Court, Madras after one year. The petitioner's service conditions are covered by the Mines Act and the Rules framed thereunder. Mines Rules provides for appellate remedy against the medical disqualification. The respondent themselves ought to have sent the petitioners for final medical check-up before the Appellate Board. Since the respondent had not complied with the mandatory provisions of Mines Rules, the petitioners are entitled to continue in service upto the age of 60 years. Therefore this dispute has been raised.

4. The respondent filed its common counter in both I.Ds. contending that the claim of the petitioners is not maintainable, either under law or on facts. It is true, the petitioners were employed in the Mines of the respondent. It is also true, the order dated 2nd April, 1987 were served on the petitioners. The orders were given in pursuance of and in accordance with the Rule 29-M of the Mines Rules enclosing copy of Form-D certificates. They were served with Form-M as contemplated under Rule-29(D)(1) as early in May 1986 directing them to appear before the Senior Medical Officer. The Senior Medical Officer has found the petitioners are suffering from various diseases and found the petitioners unfit for any employment in the Mines and intimation regarding this was given to the Union and communicated to the petitioners on 3rd February, 1987 in Form 'O'. No appeal was filed by the petitioners. The order of the respondent was in accordance with the Provision of the Mines Rules. The Medical examination contemplated was the result of periodical check-up provided under the Act and not with any purpose of deciding fitness of the employee to continue beyond 58 years. The allegation that Medical unfitness certificate given by the Company's Medical Officer is pre-medicated and at the instance of the respondent is false. The amendment to the Standing Order has nothing to do with the action taken by the Management in pursuance of the Standing Provisions. The other workmen who have been found medically fit are being continued in the employment. The petitioners under no circumstances are entitled to continue in the

employment above the age of 60 years. Hence the claims of the petitioners may be dismissed.

5. Exs. M-1 to M-47 were marked in I.D. 6/88 and Exs. M-1 to M-16 were marked in I.D. 7/88 by consen'.

6. The Point for consideration is: Whether the Management of M/s. Dalmia Cement (Bharat) Limited, Dalmiapuram, Trichirappalli District, Tamil Nadu is justified in terminating the services of the following workmen w.e.f. 2nd April, 1987? If not, what relief are the concerned workmen entitled to?

1. Sh. A. Chinnasamy, Unskilled Mine Worker.
2. Sh. S. Anthony, Gangman.
3. Sh. Kong Thirumalai, Water Carrier.
4. Sh. H. Arokiasamy, Unskilled Mine Worker.
5. Smt. Veerapatti Ponnemmal, Unskilled Mine Worker.
6. Sh. G. Anthony, Workman.
7. Sh. G. Asservaham, Unskilled Mine Worker.
8. Sh. V. Kolandus, Mech. Att.
9. Sh. M. Selamthu, Unskilled Mine Worker.

7. The Point: The petitioners were employed in the Mines of the respondent. The petitioners were stopped from doing work from 2nd April, 1987 by the Management on the ground of unfitness for work in view of the Medical certificate issued by the Company doctor. As per the Mines Rules 29-D, every employee should undergo a medical examination initially within a period of 5 years from the date of rofication and also periodical medical examination. Under Rule 29-D in respect of medical examination, the Manager of the Mines concerned shall give atleast 20 days prior notice in writing Form M. Under Rule 29-F(2) as soon as may be after examination, a copy of the Medical Certificate in Form 'O' shall be issued by examining authority to the concerned person by registered post or delivery under receipt and another copy sent to the Manager of the Mines concerned by registered post or delivery under receipt. Under Rule 29-J where as a result of an initial medical examination under Clause (a) or of periodical medical examination under Clause (b), a person has been declared unfit for employment in the Mines, or in a particular category of Mines, or in any specified operations in Mines, he may within 30 days from the date of receipt of copy of Certificate file an appeal with the Manager of the Mines against declaration aforesaid and the request for medical re-examination by the Appellate Medical Board constituted under Rule 29K. Under Rule 29M, "Where as a result of Medical examination made under Clause (a) or of periodical examination under Clause (b), a person declared unfit for employment in the Mines, or in a particular category of Mines, or in any specified operations in mine, shall not be employed or continued to be employed in Mines or in the category of mines, or on the operations specified after the expiry of 30 days from the date of his medical examination unless he has filed an appeal under Sub-rule 1 of Rule 29-I against the declaration." It is argued by the respondent's counsel, these petitioners were check-up under periodical medical check-up after issuing notice to the concerned petitioners. The Medical Officer who examined the petitioners gave declaration that all these petitioners are suffering from various diseases and unfit to be employed in the Mines. After giving notice and sending Medical Certificate in Form-O to the petitioner, they were stopped from work. These petitioners did not prefer any appeal as provided under Rule 29J(1). Therefore, these petitioners were non-employed only as per the statutory rules provided under Mines Act. Intimations to Medical examination to the petitioner concerned in I.D. 6/88 were given under Ex. M-1, M-5, M-9, M-13 and M-17. In I.D. 7/88 those intimations are marked as Ex. M-1, M-5, M-9 and M-13. The Medical Officer's report are marked as Ex. M-2, M-3, M-6, M-7, M-10, M-11, M-14, M-15, M-18 and M-19 regarding the petitioners in I.D. 6/88 and Exs. M-2, M-3, M-6, M-7, M-10, M-11, M-14 and M-15 in respect of petitioners in I.D. 7/88. As per the medical report, these petitioners were found to be suffering from various diseases, and they could not be employed in the Mines. Admittedly none of the employees preferred an appeal to the Manager as provided under Rule 29I. The medical reports were communicated to the petitioners under Exs. M-4, M-8, M-12, M-16 and M-20 in the case of petitioners in I.D. 6/88 and

Exs. M-4, M-8, M-13 and M-16 in the case of the petitioners in I.D. 7/88. These petitioners were stopped from work from 2nd April, 1987 after the expiry of one month from the date of communication of the medical report to the concerned petitioners. Under Rule 29M they shall not be employed or continued to be employed in the Mines after the expiry of 30 days from the date of Medical examination unless an appeal has been preferred under Sub Rule 1 of Rule 29J. So, it is a mandatory provision that medically unfit persons should not be employed or continued to be employed in the Mines after the expiry of 30 days from the date of medical examination in the absence of any appeal preferred by them. Admittedly, in this case, all the petitioners were informed and intimated about their unfitness by issuing the notice alongwith Form 'O'. It is not the case of the petitioners, they have not received any intimation from the respondent. These petitioners were originally members of Dalmia Cement National Workers' Union. This Union on behalf of these petitioners filed a Civil Suit before the Munsiff Court, Ariyaur. The suit ended in compromise between the Management and the Union. Ex. M-25 is the Certified copy of the Judgement in above Suit in OS No. 31/89 and Ex. M-26 is the Certified copy of the Joint Memo filed by the parties. It is contended by the petitioners now, the Union filed the suit without their knowledge and without their authorisation. So, they are not bound by the Judgement of the Munsiff Court. No document was produced by the Management to prove that the Civil suit was filed by the Union on the authorisation given by the Petitioners or the majority of the members of the Union. It is argued by the petitioner's counsel, even taking that the petitioners authorised the union to file a suit the dispute was an industrial dispute for which the Civil court has no jurisdiction. So, the compromise decree entered into before the Munsiff Court is not valid and binding. The decree was passed without jurisdiction. The point for issue that arose in the Civil suit was an Industrial dispute arising under Industrial Disputes Act. It was not a claim under the general law. So, the Judgement Ex. M-25 will not bind the petitioners as it was passed without jurisdiction. Even leaving the Judgement of the Civil Court, the petitioners have no claim or relief in the dispute. Whether the Judgement of the Civil Court binds the petitioners or not, the filing of Civil suit proves the receipt of notice and Form 'O' by the Union and the petitioners. It is argued by the respondent's counsel, their non-employment was only on account of the mandatory provisions of the Mines Rules viz., Rule 29M. It is argued by the petitioner's counsel that these petitioners were medically examined for the purpose of giving extension upto the age of 60 years. It is not in dispute, after the amendment of the Standing Orders, the superannuation age of an employee is 60 years provided the employee is medically fit and certified by the Company Doctor. It is contended by the petitioner's counsel, since the Company's Medical Officer is a paid servant of the Company, the Certificate was issued as required by the Company. So, it cannot be relied upon. In order to avoid such a criticism, an appeal is provided under Rule 29J. Unless an appeal is preferred under Rule 29J, the Management is bound to non-employ them in the Mines after the expiry of 30 days from the date of Medical examination. Whether the medical examination of the petitioners was periodical or for the purpose of extension of service, when the petitioners were found medically unfit physically, they cannot be employed. It is lastly argued by the petitioner's counsel, even if the petitioners were non-employed on account of health, certified by the Medical Officer, it will amount to retrenchment. So, they must be given one month notice or one month notice pay in lieu of notice and other benefits under Sec. 25-F of the I.D. Act. U/s. 2(oo)(c) 'Termination of service of a workman on the ground of continued ill health will not amount to retrenchment'. In the present case, petitioners were non-employed on the ground of ill health. So it will not amount to retrenchment and therefore, they are not entitled to the benefit of Section 25-F of the I.D. Act. Therefore, termination of the services of the petitioners or the non-employment of the petitioners from 2nd April, 1987 was made as per the statutory, mandatory provisions of the Mines Rules. Therefore, it is justified.

In the result an award is passed dismissing the claims of the petitioner. No costs.

Dated, this the 25th day of January, 1996.

N. SUBRAMANIAN, Industrial Tribunal  
WITNESSES EXAMINED

I.D. No. 6/1988

For Workmen—Nil.

For Management :

M.W.1—Thiru L. S. Venkatasubramanian.

M.W.2—Thiru R. Pasupathi.

DOCUMENTS MARKED

In I.D. No. 6/88

For Workmen—Nil.

Ex. M-1/19-5-86—Notice of initial/periodical medical examination issued to Thiru A. Chinnasami (Xerox copy).

Ex. M-2/16-6-86—Medical Officer's report (Xerox copy).

Ex. M-3/3-2-97—Medical Certificate issued to Th. A. Chinnaswami (Xerox copy).

Ex. M-4/2-4-87—Office order issued to Thiru A. Chinnaswamy, relieving him from the services of the Company (Xerox copy).

Ex. M-5/23-5-86—Notice of initial/periodical medical examination issued to Thiru S. Anthony (Xerox copy).

Ex. M-6/21-6-86—Medical Officer's Report (Xerox copy).

Ex. M-7/3-2-87—Medical Certificate issued to Th. S. Anthony (Xerox copy).

Ex. M-8/2-4-87—Office order issued to Th. S. Anthony relieving him from the services of the Company (Xerox copy).

Ex. M-9/23-5-86—Notice of initial/periodical medical examination issued to Thiru Kangeyam Thirumalai (Xerox copy).

Ex. M-10/25-6-86—Medical Officer's report (Xerox copy).

Ex. M-11/3-2-87—Medical Certificate issued to Thiru Kangeyam Thirumalai (Xerox copy).

Ex. M-12/2-4-87—Office Order issued to Th. Kangeyam Thirumalai relieving him from the services of the Company (Xerox copy).

Ex. M-13/20-5-86—Notice of initial/periodical medical examination issued to Th. H. Arockia Swamy (Xerox copy).

Ex. M-14/21-6-86—Medical Officer's report (Xerox copy).

Ex. M-15/3-2-87—Medical Certificate issued to Th. H. Arockiaswamy (Xerox copy).

Ex. M-16/2-4-87—Office order issued to Th. H. Arockiaswamy relieving him from the services of the Company (Xerox copy).

Ex. M-17/21-5-86—Notice of initial/periodical medical examination issued to Tmt. Veerlap Ponnammal (Xerox copy).

Ex. M-18/21-6-86—Medical Officer's report (Xerox copy).

Ex. M-19/3-2-87—Medical certificate issued to Tmt. Veerlap Ponnammal (Xerox copy).

Ex. M-20/2-4-87—Office order issued to Tmt. Veerlap Ponnammal relieving her from the services of the Company with Postal acknowledgement card (Xerox copy).

Ex. M-21/11-12-71—Settlement u/s. 12(3) of the I.D. Act entered into between parties before the Labour Officer, Trichy (Xerox copy).

Ex. M-22/3-2-87—Letter from the Secretary, Dalmia Cement National Workers Union, Trichy acknowledging the receipt of Form 'O' by the employees numbering 33 (Xerox copy).

Ex. M-23/3-4-87—Plaint filed by the Dalmia Cement National Workers Union, Trichy before the District



- Munsiff Court, Ariyalur in O.S. No. 103/87 (Xerox copy).
- Ex. M-24/2-12-88—Plaint filed by the Dam's Cement National Workers Union, Trichy before the District Munsiff Court, Ariyalur in O.S. No. 31/88 (Xerox copy).
- Ex. M-25/14-3-90—Judgement of District Munsiff, Ariyalur in O.S. No. 31/89 (Xerox copy).
- Ex. M-26/14-3-90—Joint Memo between the parties filed before the District Munsiff's Court, Ariyalur (Certified copy).
- Ex. M-27—Record sheet of Thiru A. Chinnasamy.
- Ex. M-28—Form 'B' of Th. A. Chinnaswamy.
- Ex. M-29—Record sheet of Th. A. Chinnaswamy.
- Ex. M-30—Form 'B' of Th. A. Chinnaswamy.
- Ex. M-31—Record Sheet Th. Kangeyam Thirumalai.
- Ex. M-32—Form 'B' of Th. Kangeyam Thirumalai.
- M-33 : Record sheet of Th. H. Arockiasamy.
- M-34/9-12-70 : Letter from Manicham to the Management requesting to change his name as Prockiasamy
- M-35/10-12-79 : Office order changing the name of M. Manickam as H. Arockiasamy.
- M-36 : Form 'B' of Th. Arockiasamy.
- M-37 : Record sheet of Tmt. Veeralapa ti Ponnammal.
- M-38 : Form 'B' of Tmt. Veeralapatti Ponnammal.
- M-39 : Record sheet of Th. Anthony.
- M-40 : Form 'B' of Th. Anthony.
- M-41 : Change of name of T. Melquoor as G. Asirvatham (Gazette Copy).
- M-42 : Record sheet of Th. G. Asirvatham.
- M-43 : Form 'B' of Th. G. Asirvatham.
- M-44 : Record sheet of Th. V. Kulandai.
- M-45 : Form 'B' of Th. V. Kulandai.
- M-46 : Record sheet of Th. Manavasi Chellamuthu.
- M-47 : Form 'B' of Th. Chellamuthu.
- IN I.D. 7/1988

## WITNESSES EXAMINED

For both sides : None.

## DOCUMENTS MARKED

For Workmen : Nil.

For Management :

- Ex. M-1/17-5-86 : Notice of initial/periodical medical examination to Th. Anthony (Xerox copy).
- M-2/18-6-86 : Medical Officer's Report (Xerox copy).
- M-3/3-2-87 : Medical Certificate issued to Th. Anthony (Xerox copy).
- M-4/2-4-87 : Office Order issued to Th. Anthony relieving him from the services of the Company (Xerox copy).
- M-5/20-5-86 : Notice of initial/periodical medical examination issued to Th. G. Aseervatham (Xerox copy).
- M-5/17-6-86 : Medical Officer's report (Xerox copy).
- M-7/3-2-87 : Medical Certificate issued to Th. G. Aseervatham (Xerox copy).
- M-8/2-4-87 : Office order issued to Th. G. Aseervatham relieving him from the services of the Company (Xerox copy).
- M-9/21-5-86 : Notice of initial/periodical medical examination issued to Th. V. Kulandai (Xerox copy).
- M-10/19-6-86 : Medical Officer's report (Xerox copy).
- M-11/3-2-87 : Medical Certificate issued to Th. V. Kulandai (Xerox copy).

M-12/2-4-87 : Office order issued to Th. V. Kulandai relieving him from the services of the Company (Xerox copy).

M-13/19-5-86 : Office of initial/periodical medical examination issued to Thiru Manavasi Chellamuthu (Xerox copy).

M-14/19-6-86 : Medical Officer's report (Xerox copy).

M-15/3-2-87 : Medical Certificate issued to Thiru Manavasi Chellamuthu (Xerox copy).

M-16/2-4-87 : Office Order issued to Thiru Manavasi Chellamuthu relieving him from the services of the Company (Xerox copy).

नई दिल्ली 6 अगस्त, 1996

का.आ. 2534. औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच अग्रबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशन करती है जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एल-12012/260/87/डी. II. ए/आई-आर-डी-2]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2534.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 5-8-96.

[No. L-12012/260/87-D.II.A/IR(B-II)]

P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR DEOHI

PALACE ROAD, KANPUR

Industrial Dispute No. 12 of 1988

In the matter of dispute between :

Sri Chhedi Lal C/o Asstt. General Secretary U. P. Bank  
Employees Union 36/1 Kailash Mandir Kanpur

AND

Assistant General Manager, Allahabad Bank,, 113/58.  
Swarup Nagar Kanpur.

Appearance :

Sri M. K. Verma for the management.  
Sri V. P. Srivastava for the workman.

## AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification Nn. L-12012/260/87-D.II(A) dt. 3-2-88, has referred the following dispute for adjudication to this Tribunal—

“Whether the action of the management of Allahabad Bank in cancelling the promotion order of Sri Chhedi Lal, Daftry, to the post of clerk-cum-cashier w.e.f. January, 1985 is justified ? If not, to what relief is the workmen entitled ?”



2. Admittedly the concerned workman Chhedi Lal was employed as peon-cum-farrash on 12-9-77 on a permanent post. During the course of service he had matriculated. A written test was held on 20-3-84 for promotion from sub-staff to clerk. The concerned workman had also appeared in this test and was selected. He was also sent for three days training. Consent was also obtained on 3-1-85 for promotion. It is alleged by the concerned workman that on 3-1-85 he was also informed that he is being posted as clerk-cum-cashier in Auraiya Branch District Etawah. He made a representation that because of illness of his father he may be posted some where at Kanpur. Instead of acceding to his request his name was struck off in January 85 from the promotion list which is illegal.

3. The opposite party has alleged in the written statement that the concerned workman was informed in writing on 3-1-85 regarding his posting at Auraiya Branch after promotion and he showed his inability to go there his name was struck off according to promotion rules as embodied in Part II of Promotion Rules.

4. In the rejoinder it has been denied that the workman had refused to go to Auraiya.

5. The concerned workman has not spoken the truth when he alleged in para (5) of claim statement that he was oral informed about his posting at Auraiya on promotion. In his evidence Chhedi Lal has alleged that he was not informed in writing about his promotion. However there is a copy of letter dt. 3-1-85 on record which shows that promotion letter posting the concerned workman at Auraiya Branch was issued on 3-1-85 to which he had replied on 8-1-85, the copy of which is also on record. Thus as said earlier the concerned workman is wrong in saying that he was not informed in writing.

6. Next it will be seen if the concerned workman had declined to go to Auraiya. In his oral evidence the concerned workman has maintained that he had never refused to go to Auraiya. However, there is copy of letter dt. 8-1-85 which goes to show that the concerned workman had categorically refused to go to Auraiya and had further asked for accommodation in Kanpur. In my opinion, this refusal on the part of the concerned workman was sufficient for the management to score out his name from the panel. It will not be out of place to mention that another employee J. L. Verma by name who was similarly placed was also not granted benefit of this promotion subsequently as he had refused to go on promotions to the place of posting.

7. It was urged on behalf of the concerned workman that on the basis of principle of natural justice one more opportunity ought to have been given to the concerned workman. I do not find any justification for the demand because of categorical refusal by the concerned workman to go on promotion.

8. Thus my award is that the management was justified in cancelling the promotion order of the concerned workman. Hence he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का.आ. 2355, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में- केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबन्धकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या/नं.-12012/286/92-आई.आर. (बी.-2)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2355. In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government

hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 5-8-96.

[No. L-12012/286/92-IR(B-II)]

P. J. MICHAEL, Desk Officer

# ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 5 of 1993

In the matter of dispute between :

Mahavir Prasad Sharma,  
S/o Sri Kalicharan 216, Kushkgali,  
Mathura

AND

Regional Manager,  
Central Bank of India,  
8/1, Belanganj Agra.

Appearance :

A. K. Goel for the Workman.  
None for the Management.

# AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification no. L-12012/286/92-IR B-2 dt. 11-1-93 has referred the following dispute for adjudication to this Tribunal—

"Whether the claim of Sh. Mahavir Sharma that he was employed by the Central Bank of India, Mathura Branch during the period from 9-3-89 to 16-11-89 and the bank paid him wages in the name of his father and brothers is correct? If so whether termination of his services by the management of the bank w.e.f. 17-11-89 justified? What relief, if any, is the workman entitled to?"

2. Concerned workman Mahavir Sharma has alleged that earlier he was employed as sub-staff by the opposite party Central Bank of India Mathura Branch between 25-3-85 to 16-7-85. Later on from 9-3-89 to 16-11-89 he was again employed as sub-staff and he actually discharged his duties in person. Still vouchers were paid in the name of his father Kalicharan and brothers Haribabu and Mohan Lal to show that actually they were the employees. The concerned workman had to agree to these terms as he had no alternative. In this way he had worked for more than 210 days yet his services were terminated without compliance of section 25F I.D. Act. Hence his termination is bad in law.

3. The opposite party Central Bank of India, has filed reply in which it is alleged that the concerned workman did not actually worked with them between 9-3-89 to 16-11-89. Instead Kalicharan Haribabu and Mohan Lal had worked in different periods. They were engaged to supply water to the bank.

4. In the rejoinder nothing new has been said by the concerned workman.

5. Thus the only point which needs consideration is as to whether the concerned workman had actually worked between 9-3-89 to 16-11-89. To prove this fact the concerned workman has given evidence and that of Kalicharan, Haribabu and Mohan Lal who they have stated that they had never worked in the opposite party Central Bank of India. Instead the concerned workman alone had worked. The management did not produce any evidence to rebut the version of the concerned workman. In its absence I have no hesitation in accepting the case of the concerned workman. It is accordingly held that in between 9-3-89 and 16-11-89 the concerned workman had actually worked whereas vouchers were issued in the fake names of his father Kalicharan and brothers Haribabu and Mohan Lal. Obviously it is unfair Labour Practice of highest magnitude. The total number of days of this period comes to 252 days. Thus it is established that the concerned workman had worked for more than 240 days in a calendar

year and as much he was entitled for retrenchment compensation and notice pay before his services were brought to an end. There has been breach of section 25F of I.D. Act. Hence my award is that the termination of the services of the concerned workman is bad in law and he is entitled for reinstatement with backwages from the date of reference at the rate at which he was getting at the time of his termination. He shall also get Rs. 100/- as costs of the case.

6. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का.प्र. 2536. —अर्थशास्त्रिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धकों के रोज़गार नियोजकों और उनके कार्रवारों के बीच ~~कर्मस्थ~~ में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकट करती है जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एल-12012/95/85/डी-11-ए/आई आर. (बी.-2)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2536.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 5-8-96.

[No. L-12012/95/85-B-HA/TR(B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 35 of 86

In the matter of Dispute

BETWEEN

Sri Om Prakash,  
All India School,  
10/441, Khafasi Line,  
Kanpur,

AND

Branch Manager,  
Allahabad Bank,  
Kakadeo, Kanpur.

#### APPEARANCES :

Sri M. K. Verma—for the Management  
Sri V. P. Srivastava—for the Workman

#### AWARD

1. Central Government, Ministry of Labour, New Delhi vide the Notification No. L-12012/95/85/DIVA), dt. 6-2-86, has referred the following dispute for adjudication to this Tribunal for adjudication—

Whether the action of the management of Allahabad Bank, Kanpur in terminating the services of Sri Om Prakash from January 1977 is justified? If not, to what relief the workman concerned is entitled?

2. The case of the concerned workman is that he was engaged as temporary peon on 15-7-76 and worked upto the end of December 1976 for a period of 108 days. Thereafter he was not provided work, meaning thereby his services were brought to an end w.e.f. 1-1-77. At that time juniors to the concerned workman were retained in service. Further

when fresh hands were recruited concerned workman was not provided opportunity hence there has been breach of Sections 25G and H of I.D. Act. Further he has not been given notice as required by para 522 of Sashy Award.

3. The opposite party Allahabad Bank has filed reply in which it is alleged that there had taken place settlement on 27-4-77, 4-3-78 and 13-5-82 between All India Allahabad Bank Employees Coordination Committee and the management by virtue of which some yardstick were formulated according to which such temporary employees were to be taken in service. As the case of the workman did not fall in this category now he is debarred from raising the dispute. On facts it is alleged that he was engaged to do work of temporary nature for fixed period. As the case of the concerned workman is not that of retrenchment he is not entitled for benefits of Section 25G and H of I.D. Act. Further it is denied that when the concerned workman was not provided work, juniors to him were still working. It is also denied that new hands were recruited in Kakadeo Branch of the opposite party Bank.

4. The concerned workman has filed rejoinder in which nothing new has been said.

5. The first point which calls for consideration is as to the effect of settlement. The management has filed copies of settlement. However it will be evident from reference that it is under Section 2-A of I. D. Act. Further there is no proof worth the name that the concerned workman was the member of the above mentioned Union. Hence the concerned workman is not bound by the terms of settlement and as sh it cannot be impediment in the instant claim. Thus this point is decided against the management.

6. On merits it may be stated that the concerned workman has not given out the names of juniors who have been retained in service and further the name of persons who were employed subsequently. Instead the concerned workman relied upon the statement of Sunil Kumar Mehmotra, Senior Manager who have stated in his cross examination that when new branches were opened new hands were kept. In my opinion this is not enough. The concerned workman would have been entitled for opportunity had a fresh hand been engaged for Kakadeo Branch. If another man is deployed at Kakadeo Branch and fresh hands are employed else were Section 25-H would not come into play. Hence on facts I come to the conclusion that at the time of denial of service to the concerned workman juniors to him were not retained in service and further no fresh hands were engaged at Kakadeo Branch subsequently. In this way there has been no breach of Sections 25-G and H of I. D. Act

7. Even otherwise if the concerned workman would have made out his case, he would not have been entitled for any relief because of delay in raising the dispute. There is no whisper of evidence as to why the concerned workman remained idle since 1-1-77. In the case of Bahwant Singh versus Presiding Officer Labour Court, Bhatinda, Lab. 1996, 45, where in five years old reference was held to be belated and in the absence of sufficient explanation relief of reinstatement was denied. Relying upon this authority I hold that the concerned workman in either case would not have been entitled for any relief. Hence my answer to the reference is affirmative and against the concerned workman. Consequently the concerned workman is not entitled for any relief.

8. Reference is answered accordingly.

B. K SRIVASTAVA, Presiding Officer

नई दिल्ली, ६ अगस्त, १९९६

का.आ. २५३७.—औद्योगिक विवाद अधिनियम १९४७ (१९४७ का १४) की धारा १७ के अन्वय में केन्द्रीय सरकार यूको बैंक के प्रबन्ध तंत्र के संघर्ष नियोजकों और उनके कर्मचारियों के बीच अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण फलकत्ता के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को ५-८-९६ को प्राप्त हुआ था।

[संख्या एल-१२०१२/२९८/९२-आई.आर. (बी-११)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 5-8-96.

[No. L-12012/298/92-IR(B-11)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 3 of 1993

#### PARTIES:

Employers in relation to the management of UCO Bank.

#### AND

Their Workmen.

#### PRESENT:

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

#### APPEARANCES:

On behalf of Management: Mr. K. K. Mondal, Deputy Chief Officer and Mr. H. R. Khan, Legal Retainer and Mr. P. S. Nagar, Officer of the Bank.

On behalf of Workmen: None.

STATE: West Bengal

INDUSTRY: Banking.

#### AWARD

By Order No. L-12012/298/92-IR(B-II) dated 11-12-1992 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of UCO Bank, not allowing temporary officiating to Sri P. K. Mitra, Stenographer working in West Bengal Division-II and giving officiating chance to juniors is justified or not? If not, to what relief the concerned workman is entitled?"

2. This reference came in of the year 1991. Though the workmen and the management had filed their written statement, followed by filing of a rejoinder by the workmen, none has entered appearance on behalf of the workmen. Even though at one stage one Shri D. K. Mukherjee, an officer of the Union appeared for the workmen, that appearance was without any letter of authority. On 14-3-1993, Shri Somnath Ghosh, General Secretary of

the Union appeared for the workmen also without any authority having been filed by him and ceased to appear after 14-3-1993. Since 20-4-1993 none appears for the workmen, nor any steps for adducing evidence has been made from the side of the workmen.

3. Since no case can be decided without legal evidence on the record and the workmen had to begin their evidence first who have failed to adduce the same, there is nothing for the management to answer. From the conduct of the workmen it appears that the workmen have given up their case and no materials is brought before me to hold that they were duly prevented to present their case. I accordingly dispose of this reference by passing a "No Dispute" Award.

Dated, Calcutta,

The 23rd July, 1996.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, ६ अगस्त, १९९६

का.आ. २५३८;.—औद्योगिक विवाद अधिनियम १९४७ (१९४७ का १४) की धारा १७ के अन्वय में केन्द्रीय सरकार अलाहाबाद बैंक के प्रबन्धतंत्र के संघर्ष नियोजकों और उनके कर्मचारियों के बीच अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण फलकत्ता के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को ५-८-९६ को प्राप्त हुआ था।

[संख्या एल-१२०१२/४००/९२-आई.आर. (बी. II)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen, which was received by the Central Government on 5-8-96.

[No. L-12012/400/92-IR(B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 28 of 1993

#### PARTIES:

Employers in relation to the management of Allahabad Bank.

#### AND

Their workmen.

#### PRESENT:

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

#### APPEARANCES:

On behalf of Management: Mr. P. K. Mukherjee, Advocate.

On behalf of Workmen: None.

STATE: West Bengal.

INDUSTRY: Banking.

#### AWARD

By Order No. L-12012/400/92-IR(B-II) dated 12-4-1993 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the claim of the Allahabad Bank Worker's Union (W.B.) that the management of Allahabad Bank was not justified in denying posting of Sri Achinta Kumar Bhattacharjee within the state of

West Bengal with comparable seniority of second panel of 1991 on his promotion to the officer grade and in debarring him from promotion treating his appeal as refusal to accept promotion, is correct? If so, what relief Sri Achinta Kumar Bhattacharjee is entitled to?"

2. It is a case of the year 1993. Both the management and the workmen had filed written statements. The written statement of the workmen had been under the signature of the general secretary of the Allahabad Bank Workers' Union, who however, had not been authorised by the workman to appear on his behalf, nor by the Union who might have taken up the case of the workman. Till date the workman had not appeared through anybody and has been able to lead any evidence in support of the case. The workman was to lead evidence first, which he has failed to do and no document is also filed by the workman even though all opportunity had been allowed.

3. Since no reference can be decided without any evidence on record and the workman has not led any evidence whatsoever and there is no material available to suggest that he was unduly prevented to present his case, the irresistible conclusion is that the workman has lost interest in the case and does not seek the relief originally claimed. I accordingly pass a "No Dispute" Award in the case.

Dated, Calcutta,  
The 23rd July, 1996.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का. घा. 2539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियेन्टल बैंक ऑफ कॉमर्स के प्रबंध-तंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एल-12012/23/89/डी II-ए/आई. आर. (बी. II)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2539.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 5-8-96.

[No. L-12012/23/89-DIIA/IR(B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 274/89

In the matter of dispute between :

S/Shri Ram Kishore Goenka and Vinay Kumar Jain  
through Shri V. N. Sekhari, 26/104, Birhana Road,  
Kanpur.

AND

1. Region Manager,  
Oriental Bank of Commerce,  
Gandhi Road,  
Dehradun.

2. Chief Manager,  
Oriental Bank of Commerce,  
The Mall,  
Kanpur.

#### APPEARANCES :

Shri Jagat Arora for the management.  
Shri V. P. Srivastava for the workman.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/23/89-D.2(A) dated 1-11-89, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Oriental Bank of Commerce in terminating the services of S/Shri V. K. Jain and K. K. Goenka and not considering them for further employment under Section 25H of the I.D. Act while recruiting fresh hands is justified? If not, to what relief are the workmen entitled?

2. Out of the above named workmen K. K. Goenka will not be entitled for any relief as the representative of the above mentioned employees has informed the Tribunal that this concerned workman is not interested in prosecution of the case. Hence his case has not been considered.

3. The remaining concerned workman are alleged to have worked is as under—

(1) V. K. Jain has worked as a Clerk at the Bank's Gangoh Branch, District-Saharanpur from 9-6-83 to 14-2-84 for a period of 88 days.

The concerned workman claim to have worked on a temporary post and was doing work of permanent nature. When his services were terminated new hands were employed no opportunity for re-employment was given to him. Hence there has been breach of section 25H of I.D. Act.

4. The opposite party has filed written statement in which it has been alleged that reference is stale. It is further alleged that employment of concerned workman was in leave vacancy. He had not done work of permanent nature. It is further alleged that for appointment of Clerk there is banking service Recruitment Board. Hence this back door entry should not be permitted.

5. In the rejoinder the concerned workman had denied that he had worked in leave vacancy.

6. It may be mentioned that his reference was consolidated with I.D. 111/86 Ashok Kumar Yadav versus Oriental Bank of Commerce in which both parties have adduced oral and documentary evidence. In that case award has been given on 17-7-96. All the points that have been raised by the parties have been dealt with and it has been held that there has been breach of Section 25-H I.D. Act. Hence order for reinstatement has been passed.

7. In view of the above discussion Shri K. K. Goenka is not entitled for any relief. However for the reason given in the award of I.D. Case No. 111/86 dated 17-7-96. Remaining workman V. K. Jain will be entitled for reinstatement but without back wages.

8. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का. घा. 2540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियेन्टल बैंक ऑफ कॉमर्स के प्रबंध-तंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है,

जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एल-12512/87/88/डी-II-ए/आई./प्रार. बी. II]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6<sup>th</sup> August, 1996

S.O. 2540.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 5-8-1996.

[No. L-12012/87/88-DIIA/IR(B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 67/88

In the matter of dispute between :

1. Sunil and others,  
C/o Shri V. N. Sekhari,  
26/104, Birhana Road,  
Kanpur.
2. Yogesh Chandra Dikshit,  
S/o Shri Ram Aular Dikshit,  
41-F, Panki Near Telephone Colony,  
Panki, Kanpur.
3. Surjeet Kapoor,  
C/o Shri Harmangal Prasad,  
36/1, Kailash Mandir,  
Kanpur.

#### AND

1. Manager,  
Oriental Bank of Commerce,  
Meerut Cantt.
2. Senior Manager,  
Oriental Bank of Commerce,  
The Mall Road,  
Kanpur.
3. Regional Manager,  
Oriental Bank of Commerce,  
Hazaratganj,  
Lucknow.

#### APPEARANCES :

Shri Jagat Arora for the management.  
Shri V. P. Srivastava for the workman.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/87/88-D.II(A) dated 11-5-88, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Oriental Bank of Commerce in terminating the services of S/Shri Sunil Kumar, Visheshwar Dayal, Yogesh Chandra Dixi, Km. Vatsala Dubey, Shti Anand Prakash Mishra, Surjeet Kapoor, Manoj Kumar, Anil Kant, Vineet Rai, Rakesh Seth, Krishan Pal Gupta and Sanjeev Kumar and not considering them for further employment under Section 25-H of the I.D. Act while recruiting fresh hands was justified? If no, to what relief are the workmen concerned entitled?

2. Out of the above named workmen Anand Prakash Mishra, Surjeet Kapoor, Vineet Rai and Rakesh Seth will not be entitled for any relief as the representative of the above mentioned employees have informed the Tribunal that these concerned workmen are not interested in prosecution of the case. Hence their case has not been considered.

3. The remaining concerned workmen are alleged to have worked are as under—

- (1) Visheshwar Dayal has worked as Clerk at the Bank's Meerut Cantt. Branch from 21-5-85 to 9-9-85 for a period of 90 days.
- (2) Sunil Kumar has worked as Clerk at the Bank's Meerut Cantt. Branch from 22-3-85 to 21-9-85 for a period of 85 days.
- (3) Krishan Pal Gupta has worked as Clerk at the Bank's Meerut Cantt. Branch from 8-1-82 to 15-4-82 for a period of 89 days.
- (4) Sanjeev Kumar has worked as Clerk at the Bank's Meerut Cantt. Branch from 3-10-85 to 27-12-85 for a period of 86 days.
- (5) Anil Kant has worked as Clerk at the Bank's Meerut Cantt. Branch from 16-5-82 to 28-8-82 for a period of 89 days.
- (6) Manoj Kumar has worked as Clerk at the Bank's Meerut Cantt. Branch from 10-10-83 to 26-1-84 for a period of 89 days.
- (7) Yogesh Chandra Dixit has worked as Clerk at the Bank's Mall Road Branch, Kanpur from 29-9-82 to 9-2-83 for a period of 89 days.
- (8) Km. Vatsala Dubey has worked as Clerk at the Bank's Mall Road, Kanpur from 12-4-82 to 17-7-82 for a period of 85 days.

All of them claim to have worked on a temporary post and were doing work of permanent nature. When their services were terminated new hands were employed no opportunity for re-employment was given to them. Hence there has been breach of Section 25-H of I.D. Act.

4. The opposite party has filed written statement in which it has been alleged that reference is stale. It is further alleged that employment of concerned workman was in leave vacancy. He had not done work of permanent nature. It is further alleged that for appointment of Clerk there is banking service recruitment board. Hence this back door entry should not be permitted.

5. In the rejoinder the concerned workman had denied that he had worked in leave vacancy.

6. It may be mentioned that his reference was consolidated with I.D. 111/86 Ashok Kumar Yadav versus Oriental Bank of Commerce in which both parties have adduced oral and documentary evidence. In that case award has been given on 17-7-96. All the points that have been raised by the parties have been dealt with and it has been held that there has been breach of Section 25H I.D. Act. Hence order for reinstatement has been passed.

7. In view of the above discussion Anand Prakash Mishra, Surjeet Kapoor, Vineet Rai and Rakesh Seth are not entitled for any relief. However for the reason given in the award of I.D. Case No. 111/86 dated 17-7-96. Remaining workmen Visheshwar Dayal, Sunil Kumar, Krishan Pal Gupta, Sanjeev Kumar, Anil Kant, Manoj Kumar, Yogesh Chandra Dixit and Km. Vatsala Dubey will be entitled for reinstatement but without back wages.

8. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली 6 अगस्त, 1996

का. प्र. 2541.—औद्योगिक विवाद अधिनियम,  
1947 ( 1947 का 14 ) को धारा 17 के अनुसरण में,

केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंध-  
तंत्र के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध  
में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक  
अधिकरण, कानपुर के पंचपट को प्रकाशित करती है जो  
केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।  
[संख्या एन-12012/228/89/डी-II-ए/आई.प्रार. (बी. II)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2541.—In pursuance of Section 17 of the Industrial  
Disputes Act, 1947 (14 of 1947), the Central Government  
hereby publishes the award of the Central Government In-  
dustrial Tribunal, Kanpur as shown in the Annexure, in the  
Industrial Dispute between the employers in relation to the  
management of Oriental Bank of Commerce and their work-  
man, which was received by the Central Government on  
5-8-1996.

[No. L-12012/228/89-D.IIA/IR(B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 80 of 1990

In the matter of dispute between :

Shri Ashok Kumar Sharma,  
through Shri V. N. Sekhari,  
26/104, Birhana Road,  
Kanpur.

AND

Manager,  
Oriental Bank of Commerce,  
Tilak Dwar,  
Mathura.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi,  
vide its Notification No. L-12012/228/89-D-2(A) dated 7-3-90,  
has referred the following dispute for adjudication to this  
Tribunal—

Whether the action of the management of Oriental Bank  
of Commerce was justified in terminating the services  
of Shri Ashok Kumar Sharma? If not, to what  
relief is the workman entitled?

2. It is not necessary to give details of the facts, as after  
exchange of pleadings the concerned workman failed to put  
in appearance. His authorised representative also inform  
the tribunal that he has not instructions, as the concerned  
workman has paid to contact him in spite of information.

3. In view of above my answer to the reference in the  
affirmative and against the concerned workman for want of  
prosecution. Hence he is not entitled for any relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का. भा. 2542.—औद्योगिक विवाद अधिनियम,  
1947 (1947 का 14) की धारा 17 के अनुसरण में,  
केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंध-  
तंत्र के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध

में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक  
अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो  
केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एन-12012/228/89/डी-II-ए/आई.प्रार. (बी. II)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2542.—In pursuance of Section 17 of the Industrial  
Disputes Act, 1947 (14 of 1947), the Central Government  
hereby publishes the award of the Central Government In-  
dustrial Tribunal, Kanpur as shown in the Annexure, in the  
Industrial Dispute between the employers in relation to the  
management of Oriental Bank of Commerce and their work-  
man, which was received by the Central Government on  
5-8-1996.

[No. L-12012/229/89-D.IIA/IR(B-II)]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 84 of 1990

In the matter of dispute between :

Shri Pramod Kumar,  
through Shri V. N. Sekhari,  
26/104, Birhana Road,  
Kanpur.

AND

Manager,  
Oriental Bank of Commerce,  
Tilak Dwar,  
Mathura.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi,  
vide its Notification No. L-12012/229/89-D-2(A) dated 19-3-90,  
has referred the following dispute for adjudication to this  
Tribunal—

Whether the action of the management of Oriental Bank  
of Commerce, Mathura was justified in terminating  
the services of Shri Pramod Kumar? If not, to  
what relief is the workman entitled?

2. It is not necessary to give details of the facts, as after  
exchange of pleadings the concerned workman failed to put  
in appearance. His authorised representative also inform  
the tribunal that he has not instructions, as the concerned  
workman has paid to contact him in spite of information.

3. In view of above my answer to the reference in the  
affirmative and against the concerned workman for want of  
prosecution. Hence he is not entitled for any relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का. भा. 2543.—औद्योगिक विवाद अधिनियम,  
1947 (1947 का 14) की धारा 17 के अनुसरण में,  
केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंध-  
तंत्र के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध  
में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक  
अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो  
केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एन-12012/235/89/डी-II-ए/आई.प्रार. (बी. II)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 5-8-1996.

[No. L-12012/235/89-D.II(A)/IR(B-II)]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 81 of 1990

In the matter of dispute between:  
Shri Harendra Kumar,  
through Shri V. N. Sekhari,  
26/104, Birhana Road,  
Kanpur.

AND

Manager,  
Oriental Bank of Commerce,  
Tilak Dwar,  
Mathura.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/235/89-D-II(A) dated 7-3-90, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Oriental Bank of Commerce in terminating the services of Shri Harendra Kumar and not considering him for further employment under Section 25H of the I.D. Act is justified? If not, to what relief is the workman entitled?

2. It is not necessary to give details of the facts, as after exchange of pleadings the concerned workman failed to put in appearance. His authorised representative also inform the tribunal that he has not instructions, as the concerned workman has paid to contact him in spite of information.

3. In view of above my answer to the reference in the affirmative and against the concerned workman for want of prosecution. Hence he is not entitled for any relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का. अ. 2544 — औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियेंटल बैंक ऑफ कॉमर्स के प्रबंध-तंत्र के संबंध में विवादों और उनके कर्मचारियों के बीच, प्रमुख में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपर को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एल—12012/40/88-डीIIए/आई.प्रार. (बी. II)]  
पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 5-8-1996.

[No. L-12012/401/88-D.II(A)/IR(B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR  
Industrial Dispute No. 184/88

In the matter of dispute between :

1. S/Shri Sudhir Kumar Misra, Akhil Ranjan Tripathi, Pankaj Kumar, Anil Kumar Verma, Sukhmal Chand Jain, Umesh Chandra Maheshwari C/o Shri V. N. Sekhari, 26/104, Birhana Road, Kanpur.

2. Sudhir Kumar Gupta,  
Gupta Mishthan Bhandar,  
Ram Nagar Colony, Sodala,  
Jaipur.

3. Shri Lov Kumar Rastogi,  
S/o Shri Jayanti Prasad Rastogi,  
Mohalla-Patvarian, Syohara,  
Distt.-Bijnaur.

4. Kumari Arunima Goel,  
C/o Dr. Purshottam Bajpai,  
999 Block Y, Kirti Nagar,  
Kanpur.

5. S/Shri Krishna Murari Khandelwal, Shalendra Sharma, Jai Kishan Agarwal, Rakesh Sharma, Tarun Sharma, Sanjay Kapoor C/o Shri V. N. Sekhari, 26/104, Birhana Road, Kanpur.

AND

1. Asstt. General Manager,  
Oriental Bank of Commerce,  
C/43/28/1, Navalkishore Road,  
Hazratganj, Lucknow.

2. Regional Manager,  
Oriental Bank of Commerce,  
Hazratganj, Lucknow.

3. Manager,  
Oriental Bank of Commerce,  
New Mandi,  
Mujaffar Nagar.

4. Regional Manager,  
Oriental Bank of Commerce,  
Rahul Palace,  
B-193, Lohia Nagar,  
Gaziabad.

5. Manager,  
Oriental Bank of Commerce,  
53, Gandhi Road,  
Dehradun.

6. Manager,  
Oriental Bank of Commerce,  
Tilak Dwar,  
Mathura.

#### APPEARANCES :

Shri Jagat Arora for the management.  
Shri V. P. Srivastava for the workman.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/401/88-D-II(A) dated 4-12-88, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the Management of Oriental Bank of Commerce in terminating the services of the workmen mentioned in the Annexure and not considering them for further employment while recruiting fresh hands under Section 25H of the I.D. Act was justified? If not, to what relief the concerned workmen are entitled?

#### ANNEXURE

1. Shri Sanjay Kapoor.
2. Shri Tarun Sharma.
3. Shri Rakesh Sharma.
4. Shri Jaikishan Agarwal.
5. Shailendra Sharma.
6. Krishan Murari Khandelwal.
7. Akhil Ranjan Tripathi.
8. Lov Kumar Rastogi.
9. Sudhir Kumar Gupta.
10. Kumari Arunima Goel.
11. U. C. Maheshwari.
12. Anil Kumar Verma.
13. Sudhir Kumar Misra.
14. S. C. Jain.
15. Pankaj Kumar.

2. Out of the above named workmen Sanjay Kapoor, Jaikishan Agarwal, Shailendra Sharma, Akhil Ranjan Tripathi, Lov Kumar Rastogi, Sudhir Kumar Gupta, Kumari Arunima Goel, U. C. Maheshwari, Sudhir Kumar Mishra, S. C. Jain and Pankaj Kumar will not be entitled for any relief as the representative of the above mentioned employees have informed the Tribunal that these concerned workmen are not interested in prosecution of the case. Hence their case has not been considered.

3. The remaining concerned workmen are alleged to have worked as under—

- (1) Rakesh Sharma has worked as Clerk at the Bank's Tilak Dwar, Mathura Branch from 14-8-86 to 31-12-86 for a period of 85 days.
- (2) Tarun Sharma has worked as Clerk at the Bank's Mathura Branch from 16-5-84 to 5-12-84 for a period of 90 days.
- (3) Krishna Murari Khandelwal has worked as Clerk at the Bank's Mathura Branch from 15-3-83 to 4-4-84 for a period of 85 days.
- (4) Anil Kumar Verma has worked as Clerk at the Bank's New Mandi, Mujaffar Nagar Branch from 28-8-85 to 28-12-85 for a period of 87 days.

All of them claim to have worked on a temporary post and were doing work of permanent nature. When their services were terminated new hands were employed no opportunity for re-employment was given to them. Hence there has been breach of section 25H of I.D. Act.

4. The opposite party has filed written statement in which it has been alleged that reference is stale. It is further alleged that employment of concerned workman was in leave vacancy. He had not done work of permanent nature. It is further alleged that for appointment of Clerk there is banking service recruitment board. Hence this back door entry should not be permitted.

5. In the rejoinder the concerned workman had denied that he had worked in leave vacancy.

6. It may be mentioned that his reference was consolidated with I.D. 111/86 Ashok Kumar Yadav versus Oriental Bank of Commerce in which both parties have adduced oral and documentary evidence. In that case award has been given on 17-7-96. All the points that have been raised by the parties have been dealt with and it has been held that there has been breach of section 25-H I.D. Act. Hence order for reinstatement has been passed.

7. In view of the above discussion Sanjay Kapoor, Jaikishan Agarwal, Akhil Ranjan Tripathi, Lov Kumar Rastogi, Sudhir Kumar Gupta, Kumari Arunima Goel, U. C. Maheshwari, Sudhir Kumar Mishra, S. C. Jain, Pankaj Kumar and Shailendra Sharma are not entitled for any relief. However for the reason given in the award of I.D. Case No. 111/86 dated 17-7-96. Remaining workmen Rakesh Sharma, Tarun Sharma, Krishna Murari Khandelwal and Anil Kumar Verma will be entitled for reinstatement but without back wages.

8. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का. आ. 2545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरियेंटल बैंक ऑफ कॉमर्स के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अविकरण, कानपुर के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था। [संख्या एल—12012/414/87-डीII(ए)/आई.आर.(बी.II)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2545.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 5-8-1996.

[No. L-12012/414/87-D.II(A)/IR (B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING  
OFFICE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT

PANDU NAGAR, KANPUR

Industrial Dispute No. 26 of 1988

In the matter of dispute :

#### BETWEEN

1. Shri Sanjay Roy Chaudhary, Kum. P. Chaturvedi and R. Chaturvedi C/o Shri Harmangal Prasad, 36/1, Kailash Mandir, Kanpur.
2. Shri Vijay Kumar Trivedi C/o Shri V. N. Sekhari, 26/104 Birhana Road, Kanpur.
3. Shri G. K. Trivedi, C/o Shri P. C. Bajpai 990 Y Block, Kidwai Nagar, Kanpur.



4. Sri Rajiv Kumar Dixit  
Village Kanuwarpur Banwari, Chhibramau  
Farrukhabad (U.P.)
5. Shri A. K. Jain C/o Shri B. D. Tiwari  
96/196 Roshan Bajaj Lane  
Ganeshganj,  
Lucknow.

## AND

1. The Regional Manager, Asstt. General  
Manager, Oriental Bank of Commerce,  
Regional Office, C/43/28/1, Nawal Kishore  
Road, Hazratganj,  
Lucknow.
2. The Branch Manager,  
Oriental Bank of Commerce,  
The Mall Road,  
Kanpur.
3. Manager,  
Oriental Bank of Commerce,  
Prabhat Market, Chhibramau  
Farrukhabad (U.P.)

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/414/87-D.II (A) dated 2-3-1988, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Oriental Bank of Commerce in terminating the services of S/Shri Sanjay Roy Chaudhary, Vijay Kumar Trivedi, Gopal Kumar Trivedi, Rajiv Kumar Dixit, Ajit Kumar Jain, Kum. Rekha Chaturvedi and Kum. Pratibha Chaturvedi and not considering them for further employment while recruiting fresh hands under Section 25-H of the I. D. Act is justified? If not, to what relief are the concerned workmen entitled?

2. Out of the above named workmen Sanjay Roy Chaudhary, Gopal Kumar Trivedi and Ajit Kumar Jain will not be entitled for any relief as the representative of the above mentioned employees have informed the Tribunal that these concerned workmen are not interested in prosecution of the case. Hence their case has not been considered.

3. The remaining concerned workmen are alleged to have worked as under—

- (1) Rajiv Kumar Dixit has worked as a Peon-cum-Farrash at the Bank's Chhibramau Branch, Distt. Farrukhabad from 7-5-85 to 12-3-86 for a period of 98 days.
- (2) Kumari Rekha Chaturvedi has worked as a Clerk at Bank's Mall Road Branch, Kanpur from 1-10-84 to 27-12-84 for a period of 27 days.
- (3) Vijay Kumar Trivedi has worked as Clerk at the Bank's Mall Road Branch, Kanpur from 24-4-85 to 30-8-85 for a period of 80 days.

- (4) Kumari Pratibha Chaturvedi has worked as Clerk at the Bank's Mall Road Branch, Kanpur from 21-9-82 to 8-2-83 for a period of 85 days.

All of them claim to have been worked on a temporary post and were doing work of permanent nature. When their services terminated new hands were employed no opportunity for re-employment was given to them. Hence there has been breach of Section 25-H of I. D. Act.

4. The opposite party has filed written statement in which it has been alleged that reference is stale. It is further alleged that employment of concerned workman was in leave vacancy. He had not done work of permanent nature. It is further alleged that for appointment of Clerk there is banking service recruitment Board. Hence this back door entry should not be permitted.

5. In the rejoinder the concerned workman had denied that he had worked in leave vacancy.

6. It may be mentioned that his reference was consolidated with I. D. 111/86 Ashok Kumar Yadav versus Oriental Bank of Commerce in which both parties have adduced oral and documentary evidence. In that case award has been given on 17-7-96. All the points that have been raised by the parties have been dealt with and it has been held that there has been breach of Section 25-H I. D. Act. Hence order for reinstatement has been passed.

7. In view of the above discussion Shri Sanjay Roy Choudhary, Gopal Kumar Trivedi, Ajit Kumar Jain are not entitled for any relief. However for the reason given in the award of I. D. Case No. 111/86 dated 17-7-96. Remaining workmen Rajiv Kumar Dixit, Kumari Rekha Chaturvedi, Vijay Kumar Trivedi, Kumari Pratibha Chaturvedi will be entitled for reinstatement but without back wages.

8. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का. आ. 2546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरियेन्टल बैंक ऑफ कॉमर्स के प्रबंध-तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एल-12012/557/88-डी-II(ए)/आई.आर.बी. 2]  
पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2546.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal,

KANPUR as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of ORIENTAL BANK OF COMMERCE and their workman, which was received by the Central Government on 5-8-1996.

[No. L-12012/557/88-DIIA/IR(B-II)]

P. J. MICHAEL, Desk Officer

### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-GUM+ LABOUR COURT, PANDU NAGAR, KANPUR.

Industrial Dispute No. 87/1989  
In the matter of dispute between :

1. Shri Ramendra Dhvaj, Uttar Pradesh Bank Workers Organisation, 13, Lakshmi Nagar, Suraj Kund Road, Meerut
2. Kumari Neera Garg, C/o Shri V. N. Sekhari 26/104, Birhana Road, Kanpur.
3. Sri Harmangal Prasad, U.P. Bank Employees Union, 36/1, Kailsh Mandir, Kanpur.

AND :

1. Regional Manager, Oriental Bank of Commerce, Rahat Palace, B-193, Lohia Nagar, Gaziabad.
2. Manager (Staff), Oriental Bank of Commerce, 53, Gandhi Road, Dehradun

### APPEARANCE :

Shri Jagat Arora : for the management.

Sri V. P. Srivastava : for the workman.

### AWARD

1. Central Government Ministry of Labour, New Delhi, vide its Notification L-12012/557/88-D.2(A) dated 29-3-89, has referred the following dispute for adjudication to this Tribunal:—

whether the action of the management of Oriental Bank of Commerce in terminating the services of S/Shri Brahm Dutt and Navin Kumar Jain and Kumari Neera Garg and not considering them for further employment while recruiting fresh hands under sec. 25 H. of the I.D. Act is justified? If not, to what relief are the concerned workmen entitled?

2. Out of the above named workmen Navin Kumar Jain and Kumari Neera Garg will not be

entitled for any relief as the representative of the above mentioned employees have informed the Tribunal that these concerned workmen are not interested in prosecution of the case. Hence their case has not been considered.

3. The remaining concerned workman is alleged to have worked is as under :—

- (1) Brahm Dutt—has worked as a Peon at the Bank's Malayana Branch Distt. Meerut from 19-12-84 to 3-7-85 for a period of 89 days.

The concerned workman claim to have worked on a temporary post and was doing work of permanent nature. When his services were terminated workman was in leave vacancy. He had not re-employment was given to him. Hence there has been breach of section 25H of I.D. Act.

4. The opposite party has filed written statement in which it has been alleged that reference is stale. It is further alleged that employment of concerned workman was in leave vacancy. He had not done work of permanent nature. It is further alleged workman was in leave vacancy. He had not service recruitment Board. Hence this back door entry should not be permitted.

5. In the rejoinder the concerned workman had denied that he had worked in leave vacancy.

6. It may be mentioned that his reference was consolidated with I.D. 111/86 Ashok Kumar Yadav versus Oriental Bank of Commerce in which both parties have adduced oral and documentary evidence. In that case award has been given on 17-7-96. All the points that have been raised by the parties have been dealt with and it has been held that there has been breach of Section 25H I.D. Act. Hence order for reinstatement has been passed.

7. In view of the above discussion Shri Naveen Kumar Jain and Kumari Neera Garg are not entitled for any relief. However for the reasons given in the award of I.D. Case No. 111/86 dated 17-7-96. Remaining workman Brahm Dutt will be entitled for reinstatement but without back wages.

8. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का. प्रा. 2547. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरियेंटल बैंक ऑफ कॉमर्स के प्रबंधन के संज्ञक नियोजकों और उनके कर्मचारियों के बीच, अनुबंध

में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्रकाशित हुआ था।

[संज्ञा क्र-12011/88/88-डी-II (ए)आई.आर. (बी. 2)]

New Delhi, the 6th August, 1996

S.O. 2547.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 5-8-1996.

[No. L-12011/88/88/D-II/A/IR(B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, PANDU NAGAR, KANPUR.

(Industrial Dispute No. 61/89.

In the matter of dispute between :

S/Shri Subodh Kumar Sharma, Kumari Anju Chaturvedi, Pradeep Kumar Mishra and Raj Singh C/o V. N. Sekhari 26/104 Birhana Road, Kanpur.

1. Regional Manager, Oriental Bank of Commerce, Gandhi Road, Dehradun.
2. Senior Manager, Oriental Bank of Commerce, The Mall Road, Kanpur.

#### APPEARANCE :

Sri Jagat Arora : for the management.  
Sri V.P. Srivastava : for the workman.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification No. 12011/88/88-ID-2(A) dated 23-2-89, has referred the following dispute for adjudication to this Tribunal:—

Whether the action of the management of Oriental Bank of Commerce in terminating the services of S/Shri Pradeep Kumar

Mishra, Subodh Kumar Sharma, Raj Singh and Kumari Anju Chaturvedi and not considering them for further employment while recruiting fresh hands under Section 25H of the I.D. Act is justified? If not, to what relief are the concerned workmen entitled?

2. Out of the above named workmen Pradeep Kumar Mishra, Subodh Kumar Sharma and Raj Singh will not be entitled for any relief as the representative of the above mentioned employees have informed the Tribunal that these concerned workmen are not interested in prosecution of the case. Hence their case has not been considered.

3. The remaining concerned workman is alleged to have worked is as under:—

- (1) Kumari Anju Chaturvedi has worked as Clerk at the Bank's Mall Road, Kanpur from 3-12-84 to 25-2-85 for a period of 85 days.

The concerned workman claim to have worked on a temporary post and was doing work of permanent nature. When his services were terminated new hands were employed no opportunity for re-employment was given to him. Hence there has been breach of section 25H of I.D. Act.

4. The opposite party has filed written statement in which it has been alleged that reference is stale. It is further alleged that employment of concerned workman was in leave vacancy. He had not done work of permanent nature. It is further alleged that for appointment of Clerk there is banking service recruitment Board. Hence this back door entry not be permitted.

5. In the rejoinder the concerned workman had denied that he had worked in leave vacancy.

6. It may be mentioned that his reference was consolidated with I.D. 111/86 Ashok Kumar Yadav versus Oriental Bank of Commerce in which both parties have adduced oral and documentary evidence. In that case award has been given on 17-7-96. All the points that have been raised by the parties have been dealt with and it has been held that there has been breach of section 25-H I.D. Act. Hence order for reinstatement has been passed.

7. In view of the above discussion Pradeep Kumar Mishra, Subodh Kumar Sharma and Raj Singh, are not entitled for any relief. However for the reason given in the award of I.D. Case No. 111/86 dated 17-7-96. Remaining workman Kumari Anju Chaturvedi will be entitled for reinstatement but without back wages.

8. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6, अगस्त 1996

## AWARD

का० आ०. 2548.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ़ कामर्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 5-8-96 को प्रकाशित हुआ था।

[संख्या एल.—12012/764/87/डी II ए-आई० आर. बी.-2]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2548.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 5-8-1996.

[No. L-12012/764/87/DIIA[IR(B-II)]]

P. J. MICHAEL, Desk Officer  
ANNEXURE

BEFORE SRI B. K. SRIVASTAVA,  
PRESIDING OFFICER, CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR,  
KANPUR

Industrial Dispute No. 82/88

In the matter of Dispute :

## BETWEEN

1. Radhey Shyam Verma, R. K. Jain, S. K. Jain, M. K. Jain, C/o Shri V. N. Sekhari, 26/104, Birhana Road, Kanpur.
2. Ramendra Dhawaj, Regional Secy., U.P. Bank Workers Organisation, 13, Laxmi Nagar, Suraj Kund Road, Meerut.
3. Mukesh Kumar Mishra, C/o Shri P. C. Bajpai, 990-Y, Block, Kidwai Nagar, Kanpur.

## AND

1. A.G.M., Oriental Bank of Commerce, Regional Officer, Rahul Place, B-193, Lohia Nagar, Gaziabad.
2. A.G.M., Oriental Bank of Commerce, C/43/28/1, Naval Kishore Road, Hazratganj, Lucknow.

## APPEARANCES :

Shri Jagat Arora—for the management  
Shri V. P. Srivastava—for the Workmen

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/764 III/87-D.II-A, dated 12-7-88 has referred the following dispute for adjudication to the Tribunal—

Whether the action of the management of Oriental Bank of Commerce in terminating the service of Sarvashree Radhey Shyam Verma, R.K. Jain, Sushil Kumar, Sanudeep Kupmar Sharma, Surinder Kumar Jain, N. K. Jain and Mukesh Kumar Mishra and not coinciding them for further employment, while recruiting fresh hands under Section 25-H of the I.D. Act was justified? If not, to what relief are the workmen entitled?

2. Out of the above named workmen R. K. Jain, Surinder Kumar Jain and N. K. Jain will not be entitled for any relief as the representative of the above mentioned employees have informed the Tribunal that these concerned workmen are not interested in prosecution of the case. Hence their case has not been considered.

3. The remaining concerned workmen are alleged to have worked as under :—

- (1) Radhey Shyam Verma has worked as Peon at the Bank's Meerut Cantt. Branch from 14-3-83 to 6-7-83 for a period of 89 days.
- (2) Sushil Kumar has worked as Peon at the Bank's Ukharsa Branch, Meerut from 1-6-82 to 2-9-82 for a period of 89 days.
- (3) Sandeep Kumar Sharma has worked as Peon at the Bank's Meerut Cantt. Branch from 24-10-85 to 19-1-86 for a period of 88 days.
- (4) Mukesh Kumar Mishra has worked as a Clerk at the Bank's Farukhabad Branch from 23-3-86 to 20-11-86 for a period of 90 days.

All of them claim to have worked on a temporary post and were doing work of permanent nature. When their services were terminated new hands were employed no opportunity for re-employment was given to them. Hence there has been breach of Section 25-H of I.D. Act.

4. The opposite party has filed written statement in which it has been alleged that reference is stale. It is further alleged that employment of concerned workmen was in leave vacancy. He had not done case of permanent nature. It is further alleged that for appointment of Clerk there is banking service recruitment Board. Hence this back door entry should not be permitted.

5. In the rejoinder the concerned workman had denied that he had worked in leave vacancy.

6. It may be mentioned that his reference was consolidated with I.D. 111/86 Ashok Kumar Yadav versus Oriental Bank of Commerce in which both parties have adduced oral and documentary evidence. In that case award has been given on 17-7-96. All the points that have been raised by the parties have been dealt with and it has been held that there has been breach of Section 25-H I.D. Act. Hence order for reinstatement has been passed.

7. In view of the above discussion R. K. Jain, Surinder Kumar Jain and N. K. Jain are not entitled for any relief. However, for the reason given in the award of I.D. Case No. 111/96 dated 17-7-96. Remaining workmen Radhey Shyam Verma, Sushil Kumar, Mukesh Kumar Mishra and Sandeep Kumar Sharma will be entitled for reinstatement but without back wages.

8. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का.आ. 2549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबन्ध तंत्र के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपर को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-96 को प्राप्त हुआ था।

[संख्या एल-12011/04/94-आई.आर.बी.-2]

पी.जे. माईकल, हेड ऑफिसर

New Delhi, the 6th August, 1996

S.O. 2549.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 31-7-1996.

[No. L-12011/04/94-IR(B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri Hanumanthu, M.A., LL.B., Industrial Tribunal-I.  
1996 GI/96—7

Dated, the 10th day of June, 1996

INDUSTRIAL DISPUTE NO. 52 OF 1994

BETWEEN :

The General Secretary, Dena Bank Staff Union,  
C/o Dena Bank, M.G. Road Secunderabad

—Petitioner

AND

The Senior Manager, Dena Bank, Bank Staff,  
Union, Hyderabad-I.

—Respondent

APPEARANCES :

Sri G. Madhav, General Secretary, Dena Bank  
Staff Union (Petitioner in person).

Sri S. V. Prasad Representative for the  
Respondent.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/04/94-JR(B-II), dated 31st August, 1994 made this reference to this Tribunal under Clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called as the Act) for adjudication of industrial dispute mentioned in its schedule which reads as follows :—

“Whether the claim of Dena Bank Staff Union, Secunderabad that the management of Dena Bank, Bangalore was not justified in transferring Sri Chennaiah, Spl. Asstt., from Tirupathi to Hyderabad with special allowance on his own request ignoring the claim of 28 senior employees is correct ?

If so, to what relief are the 28 effected employees entitled ?”

This reference has been taken on file as Industrial Dispute No. 52 of 1994 by this Tribunal. After receipt of the notices issued by this Tribunal, the parties have put in their appearance through their representatives and submitted their cases by filing claim statement and counter.

2 (i) For proper appreciation of the issues involved in this dispute, it is necessary to make a narration of the fact, in brief, leading for making this reference. The petitioner is the General Secretary of Dena Bank Staff Union, Andhra Pradesh affiliated to All India Dena Bank Staff Federation, Bombay, further affiliated to National Confederation of Bank Employees. Sri M. Chennaiah is the President of Dena Bank Employees Union, Andhra Pradesh affiliated to All India Dena Bank Employees Coordination Committee, further affiliated to All India Bank Employees Association which is in minority in Dena Bank. His seniority in the clerical cadre employees is at 29 as seen from Ex.W2. Sri G. Durga Malleshwara Sarma (W.W2) (hereinafter referred as G.D.M. Sarma) is Member of Dena Bank Employees Union, Andhra Pradesh.

(ii) The dispute under this reference relates to the posting of Special Assistant in the year 1990 in Bangalore Region of Dena Bank. A settlement,

known as Special Assistant Settlement, was entered into between the Management of Dena Bank and Ali India Dena Bank Employees Coordination Committee on 12-6-1990 with respect of posting of Special Assistant. Ex.W1 is the xerox copy of the said Settlement dated 12-6-1990. Under the terms of that Settlement, 74 posts of Special Assistants were agreed to be released for the year 1990. The said settlement also contains the provisions for distribution of said posts of Special Assistants among various seniority regions and also the provisions relating to selection process and the eligibility of the Staff who could apply for the said post. Under the eligibility clause, all the clerical staff Members who have completed minimum five years of service in clerical cadre as on 31st December, of the previous year are eligible to apply for the special assistant post. The clerical staff whose debarment period expires before the date of occurrence of post of special assistant can also apply for the same. The Bank will notify the Centres within the seniority region for posting special assistants after taking note of pending request transfer applications from the existing special assistants and while notifying the vacancies, the applications will be called for from the eligible employees inviting their preference for such centres. Those who do not apply for the post of special assistant will not attract debar clause. Further, seniority will receive paramount consideration in the selection of special assistants. The received applications will be short-listed and candidates equivalent to twice the number of vacancies identified for each Centre shall be called for interview from among the applications received from the eligible candidates based on the seniority determined on the basis of their total marks for service and educational qualification for among the candidates found suitable for Special Assistant posts. The person who is senior most on the basis of total marks for his seniority and educational qualifications shall be offered the post of Special Assistant. Clause 11 of the Settlement (Ex.W1) is the debar clause and under this clause some of the employees are debarred from being eligible for the post of Special Assistant.

(iii) In the year 1990 two vacancies of Special Assistant posts were allotted to Bangalore Region as per the Settlement Ex.W1. Tirunathi and Hyderabad Centres from part of Bangalore Region. One of the above two vacancies was identified for Tirupathi Centre. The applications were called for filling up the said post of Special Assistant at Tirupathi by the office Circular dated 3-9-1990 (Ex. W6). Sri G.D.M. Sarma who was working as Clerk-cum-Typist at Sanathnagar Branch, Hyderabad at that time, had applied for the said post and he was found suitable being the senior most eligible clerk. He was therefore, offered the post of Special Assistant at Tirupathi by Regional Manager, Bangalore by his Memorandum dated 15-12-1990. Sri G.D.M. Sarma (Ex.W7) accepted the said offer and reported for duty at Tirupathi Branch on 18-1-1991 (Ex.W7). In view of certain difficulties faced by him with regard to his health etc., Sarma made a request for transfer to Hyderabad Centre in his existing capacity as Special Assistant through his letter dated 21-5-1991 (Ex. W8). That letter was forwarded by the Branch Manager, Tirunathi by his letter dated 29-5-1991 (Ex. W10). Ex.W9 is the Medical Certificate enclosed to that

request letter (Ex. W8) of Sri Sarma. Sri Sarma by his letter dated 9-7-1991 (Ex. W11) requested for his immediate transfer on health grounds by conceding reversion from the post of Special Assistant to Clerical Cadre which he was performing earlier. The Management agreed to that request of Sri Sarma and he was accordingly posted as Clerk-cum-Typist, Bank Street Branch, Hyderabad under Ex.W4 dated 24-8-1991. While posting Sri Sarma as Clerk-cum-Typist, Bank Street Branch, Hyderabad under Ex.W4, the Management observed that Sri Sarma is not entitled to Special allowance attached to the post of Special Assistant and that he shall not be eligible to apply for special assistant post in any centre for a period of three years from the date of relinquishing special assistant allowance.

(iv) In terms of the settlement dated 12-6-1990 (Ex.W1) the Management once again called for applications fill up the vacancy of special Assistant post at Tirupathi caused on account of relinquishment by Sri Sarma, from amongst the eligible employees. Sri M. Chennaiah was the seniormost eligible candidate from amongst the candidates who have applied for the said post and he was considered suitable by the interview committee for the post of Special Assistant. He was, accordingly, offered the post of special assistant at Tirupathi Branch by the Memorandum dated 4-2-1992. Sri Chennaiah accepted the said post. He was paid special assistant allowance from the date of order i.e. 4-2-1992. He was retained at Nampalli Branch, Hyderabad for four months and ultimately he reported for duty on 9-6-1992 as Special Assistant at Tirupathi. Thereafter, he made a request for his transfer to Hyderabad Centre as Special Assistant by his letter dated 8-7-1992. His request was accepted by the Management. He was transferred as Special Assistant to Hyderabad while transferring the post of Special Assistant to Hyderabad from that of Tirupathi by the Order dated 4-8-1992 (Ex.W5). This order of transfer of M. Chennaiah as Special Assistant from Tirupathi to Hyderabad at Bank Street Branch is said to have been effected under Clause 11-A of Special Assistant Settlement Ex.W1 and he was allowed to draw Special Assistant Allowance.

(v) Under the original of Ex. W12 G.D.M. Sarma preferred an appeal to Zonal Manager requesting him to consider his case and post him as Special Assistant at Hyderabad. Under the original of Ex.W13 dated 27-8-1992 G.D.M. Sharma also made a request to the Chairman and Managing Director to do justice to him and to post him as Special Assistant. Under Ex.W14 dated 30-9-1992 the Management informed Sarma that his request could not be considered and that there are no merits in his appeal. Thereafter, the Petitioner Union raised a dispute before the Assistant Commissioner of Labour (Central), Hyderabad and it resulted in making this reference.

3. On behalf of the Petitioner Union, a claim statement has been filed to the following effect. The Management violated the Special Assistant Settlement dated 12-6-1990 in posting Sri Chennaiah as Special Assistant and also by illegally shifting the post of Special Assistant from Tirupathi to Hyderabad and it has been done to show official patronage to

Sri Chennaiah who is the President of Dena Bank Employees Union by mis-interpreting Clause 11-A of the Special Assistant Settlement. The Management also failed to notify the Special Assistant vacancy at Hyderabad after shifting the same from Tirupathi to Hyderabad. Sri Chennaiah who was working at Nampally Branch is a junior clerk having 29th position in seniority list. His seniors did not apply for special Assistant post at Tirupathi Centre and they would have definitely applied for special Assistant post vacancy at Hyderabad if it had been notified after its transfer and this has been clandestinely done with a view to deprive the chances of seniors of Mr. Chennaiah for being appointed as Special Assistant. Sri Sarma the predecessor of Chennaiah as Special Assistant, Tirupathi, was also kept in dark with regard to the shifting of the said vacancy from Tirupathi to Hyderabad. Through Sri Sarma had worked for a period of one year as Special Assistant, Tirupathi, his request for transfer to Hyderabad as Special Assistant was not considered. But, on the other hand, the request of Sri Chennaiah after he worked for about one month, for transfer from Tirupathi to Hyderabad as Special Assistant, was granted and this amounts to discrimination and unfair labour practice on the part of the Management. The Management also deprived the chances of 28 senior employees from getting Special Assistant allowance. Therefore, the Petitioner Union prays that the Special Assistant Allowance should be granted to all the 28 deprived senior employees of Hyderabad centre with effect from July, 1992.

4. On behalf of the Respondent Management a counter has been filed to the following effect. Sri Chennaiah was appointed as Special Assistant after following the procedure and in terms of the Special Assistant Settlement dated 12-6-1990. The vacancy of Special Assistant at Tirupathi Branch was filled in by G.D.M. Sarma in pursuance of the provisions under the Special Assistant Settlement dated 12-6-1990. Subsequently at his own request, he was transferred as Clerk-cum-Typist to Hyderabad. As he relinquished the Special Assistant post Sri Sarma was debarred from applying to the post of Special Assistant under Clause 11(a) of the said Settlement. The post of Special Assistant at Tirupathi was considered earlier in view of the increasing workload in that Branch. But subsequently the increase of business had become stagnant and turned out to be a non-performing asset when the frauds were detected and the then Manager and Accountant of the Branch have been charge sheeted and the Manager was subsequently dismissed from the services of the Bank. In view of the turn of events and the limited role of Special Assistant in view of their defined role in Bipartite Settlement, it was decided not to continue the said post of Special Assistant at the said Branch of Tirupathi which would otherwise involve wastage of man power. Hence post of Special Assistant has been transferred from Tirupathi to Hyderabad city. Sri Chennaiah has been transferred to Hyderabad to utilise his service optimally and effectively at Hyderabad where there is shortage of supervisory cadre rather than continuing him at Tirupathi Branch which does not require. During the period when Sri G.D.M. Sarma was reverted and Sri Chennaiah was posted as Special Assistant, the

Management had doubled the supervisory strength from 2 to 4 when the work load at Tirupathi demanded more man-power. However, during the period of March, 1992 to September, 1992 with the advances turning out to be non-performing assets and detection of fraud it was felt the need to reduce the supervisory strength at Tirupathi Branch, and, accordingly it was reduced. On the other hand, the Bank Street Branch, Hyderabad was showing improvement in the business warranting additional man power during that period. Hence the Management had readily accepted to the request of Sri Chennaiah for his transfer to Hyderabad as Special Assistant. There are no mala fides or unfair labour practice in transferring Sri Chennaiah from Tirupathi to Hyderabad as alleged by the Petitioner-Union. The action of the Management is in strict conformity to the provisions of the Settlement dated 12-6-1990 and the Petitioner-Union is not entitled for any relief.

5. On behalf of the Petitioner-Union a rejoinder has been filed reiterating the grounds urged already in its claim statement.

6. On behalf of the Petitioner Union, W.W1 to W.W4 are examined and Exs.W1 to W15 are marked. The General Secretary of the Petitioner Union got himself examined as W.W1, W.W2, W.W3 and W.W4 are the employees of Dena Bank. They deposed to the averments in the claim statement. On behalf of the Respondent-Management M.W1 is examined and no documents are marked. Sri K. A. Venkata Ganesan working as Personnel Officer in Dena Bank, Bangalore is examined as M.W1 and he deposed to the averments in the counter. The details of the documents Exs. W1 to W15 are appended to this Award.

7. The points for consideration are :

(1) Whether the claim of the Petitioner Dena Bank Staff Union, Secunderabad that the Management of Respondent Dena Bank was not justified in transferring Sri M. Channaiah, Special Assistant from Tirupathi to Hyderabad with special allowance on his own request ignoring the claims of 28 senior employees is correct ?

(2) To what relief the effected 28 senior employees of Dena Bank are entitled to ?

8. Point (1) :—Admittedly, the Respondent Management called for applications to fill up the vacancy of Special Assistant post at Tirupathi from among the eligible employees. Sri M. Channaiah was found to be seniormost and eligible candidate from amongst the candidates who have applied for the said post and he was considered suitable by the Interview Committee and he was accordingly offered the post of Special Assistant at Tirupathi by the memorandum dt. 4-2-1992 and Sri M. Channaiah accepted the said post and he was paid special assistant allowance from the date of order i.e. dt. 4-2-1992. After his selection he was retained at Nampally Branch, Hyderabad for four months and ultimately he reported for duty on 9-6-1992 as Special Assistant at Tirupathi. Thereafter he made a request for his transfer to Hyderabad centre as special assistant by his letter dt.

8-7-1992 and his request was accepted by the Management and he was transferred as Special Assistant, Hyderabad while transferring the post of Special Assistant to Hyderabad from that of Tirupathi by the order dt. 4-8-1992 (Ex. W5). This order of transfer of Mr. Channiah was said to have been effected under Clause 11(a) of the Settlement (Ex. W1). It is also admitted that the vacancy of Special Assistant post at Tirupathi for which Sri M. Channiah was appointed was caused on account of relinquishment by Sri G.D.M. Sarma. Admittedly in the year 1990 one post of Special Assistant was allotted to Tirupathi Branch of Dena Bank and the Respondent Management called for the application for filling up the said post of Special Assistant at Tirupathi by the office Circular (Ex. W6) and Sri G. D.M. Sharma who was working as Clerk-cum-Typist at Sanathnagar, Hyderabad at that time had applied for the said post and he was found suitable being the seniormost eligible clerk and he was offered the said post of special assistant at Tirupathi by the Regional Manager by his memorandum dt. 15-2-1990 and G.D.M. Sharma accepted the said offer and reported for duty at Tirupathi Branch on 18-1-1991 (Ex. W7). By his letter dt. 21-5-1991 (Ex. W8) Sri Sharma made a request for his transfer to Hyderabad centre in his existing capacity of Special Assistant and that letter was forwarded to the Regional Office, Bangalore by the Branch Manager Tirupathi under Ex. W10. Before the Management could take any decision on the request of Sri G.D.M. Sharma, another letter (Ex. W11) was forwarded by G.D.M. Sharma requesting for his immediate transfer on health ground by conceding reversion from the post of Special Assistant to Clerical cadre which he was performing earlier and the Management agreed to that request of Mr. Sharma and he was accordingly posted as Clerk-cum-Typist, Bank Street Branch, Hyderabad under Ex. W4. But while posting Sharma as Clerk-cum-Typist at Bank Street Branch, Hyderabad under Ex. W4 the Management observed that Sharma is not entitled to special allowance attached to the post of Special Assistant and that he shall not be eligible to apply for Special Assistant post in any centre for a period of three years from the date of his relinquishment of Special Assistant. The Petitioner Union is challenging the order of the Respondent Management transferring Sri M. Channiah to Hyderabad as Special Assistant with Special Allowance on his own request ignoring the claims of 28 senior employees.

9. The learned counsel for the Petitioner Union submits as follows :—(1) the transfer of Sri Channiah as Special Assistant to Hyderabad Branch from Tirupathi with Special Assistant allowance on his own request is in violation of provisions of Clause 11(a) of the Settlement dt. 12-6-1990 (Ex. W1); (2) while transferring and appointing M. Chennaiah as Special Assistant at Hyderabad, the Respondent Management ignored the claims of 28 senior employees and as such the rights of the said 28 senior employees are affected; (3) the Respondent Management had shown discrimination in not transferring G.D.M. Sharma as Special Assistant to Hyderabad Branch from Tirupathi on his request under Clause 11(a) of the Settlement (Ex. W1) and accepting the request of M. Channiah for his transfer as Special Assistant to

Hyderabad Centre under the same Clause 11(a) of the settlement (Ex. W1) and that it resulted in unfair labour practice on the part of the Management; (4) The Respondent Management also resorted to unfair labour practice in not notifying the vacancy of Special Assistant at Hyderabad Centre when it was transferred from Tirupathi Centre and by simply transferring M. Channiah to the said post at Hyderabad at his own request; (5) the Respondent Management also resorted to unfair labour practice in not informing G.D. M. Sharma of likelihood of transfer of the post of Special Assistant from Tirupathi to Hyderabad and by suggesting to him to forego Special Assistant Allowance while requesting for transfer to Hyderabad.

10. As stated earlier, a Settlement known as Special Assistant Settlement was entered into between the Management of Dena Bank and All India Dena Bank Coordination Committee on 12-6-1990 for sanctioning Special Assistant Allowance and posting. Ex. W1 is the annex copy of the said settlement. The provisions under this Settlement should be followed by filling up the post of Special Assistant. The learned counsel for the Petitioner-Union submits that Clause 6(a), (b) and (c) and Clause 11(a) of this Settlement were not scrupulously followed in notifying the vacancy of Special Post at Hyderabad after the said post was transferred from Tirupathi Centre and also while appointing M. Chennaiah for the said post. Clause 6 reads as follows :

“Selection Procedure :

- (a) The Bank will notify the centres within the seniority region for posting Special Assistant after taking note of pending request transfer application from the existing Special Assistants.

If there is more than one request transfer for the same centre, the Special Assistant who has requested first will be given preference for the same centre.

- (b) While notifying the vacancies applications will be called for from the eligible employees inviting their preference for such centres. Those who do not apply for the post of Special Assistant will not attract debar clause.

- (c) It is agreed that seniority will receive paramount consideration in the selection of Special Assistants.”

Under this Clause, the Respondent-Management has to notify the Centres for posting Special Assistants and while notifying the vacancies applications will be called for from the eligible employees notifying for their preference for such Centres and in selection of Special Assistant the seniority will receive paramount consideration and the employees who do not apply for the post of Special Assistant will not attract debar clause under Clause 11 of the Settlement. The Petitioner Union is not disputing the observance of the provisions under Clause 6 of the Settlement for filling up the post of Special Assistant Tirupathi. It is not disputed that the allotment of Special Assistant Post



to Tirupathi Centre was notified and the applications were called for while filling up the post under the office Circular dt. 3-9-1990 (Ex. W6). Sri G. D.M. Sharma (W.W2) was found suitable from amongst the applied candidates being the senior most eligible Clerk and he was offered the said post and he accepted the same, and he reported for duty at Tirupathi on 18-1-1991 under Ex. W7. It is also admitted that W.W2 Sharma at his request was transferred to Hyderabad as Clerk-cum-Typist under Order dt. 2-4-1994 (Ex. W4) and he had to fore-go Special Assistant Allowance in view of his request for his transfer to Hyderabad. It is also not disputed the vacancy of Special Assistant Post at Tirupathi caused on account of relinquishment by G.D.M. Sharma was also notified and applications were called for and Sri M. Channiah being seniormost eligible candidate from amongst the candidates who applied for the said post was selected and he was offered the post of Special Assistant at Tirupathi, under the memorandum dt. 4-2-1992 and Sri Channiah accepted the said post. He was paid Special Assistant allowance from the date of order dt. 4-2-1992 he was retained at Nampalli Branch, Hyderabad for four months and ultimately he reported for duty on 9-2-1992 as Special Assistant Post. Mr. Channiah made a request for his transfer to Hyderabad Centre as Special Assistant by his letter dt. 8-7-1992 and his request was accepted by the Management and he was transferred as Special Assistant to Hyderabad, while transferring the post of Special Assistant to Hyderabad, from Tirupathi by the Order dt. 4-8-1992 (Ex. W5). The learned counsel for the Petitioner-Union submits that the creation of the post of Special Assistant at Hyderabad or transfer of the post of Special Assistant from Tirupathi to Hyderabad Centre was not notified as required under Clause 6 of the Settlement (Ex. W1) and that no applications were called for filling up the said post and thus the appointment/transfer of M. Channiah to the post of Special Assistant, Hyderabad is in violation of provisions of Clause 6 of the settlement (Ex. W1) and on account of this 28 senior of Sri M. Channiah could not apply for the post of Special Assistant at Hyderabad Centre and as such they are deprived of Special Assistant allowances. The answer to this to be found in the evidence of M.W1 who is working as Personal Officer in the Regional Office Dena Bank, Bangalore. M.W1 stated in his cross examination thus :

“Q. While shifting the Special Assistant vacancy at Bijapur to Mysore the Management issued a notification to that effect while calling for applications, whether any such notification calling for applications, was issued while the vacancy at Tirupathi was shifted to Hyderabad. What do you say Ans. In the case of shifting of vacancy from Bijapur to Mysore there were no special assistants working at Bijapur. Hence a notification was issued calling for applications to fill up the vacancy at Mysore. Whereas in respect of shifting of Tirupathi vacancy to Hyderabad it was a request transfer of the existing special assistants under Clause 11(a) of the Settlement. Mr. Channiah was selected as Special Assistant for the post at Tirupathi as per his suitability giving seniority paramount consideration from among the applicants as per Clause

7 & 6C of the Settlement dt. 12-6-1990. By filling up the special assistant vacancy at Tirupathi the management called for applications from all the employees of the region i.e. Branches in Karnataka and Andhra Pradesh. From among the applicants, Channiah was the senior and he was selected. We have not called for the applications from the employees of the entire region while filling up the shifting vacancy from Tirupathi to Hyderabad for the reason that Mr. Channiah was transferred under Clause 11(a) as he was already working as Special Assistant at Tirupathi and the vacancy at Hyderabad is not a new vacancy and the vacancy at Tirupathi was abolished subsequent to shifting the same to Hyderabad.

Q. Is it a fact that seniors to Channiah are working at Hyderabad Centre and their claims for the post of Special Assistant were not considered while filling up of shifted vacancy from Tirupathi to Hyderabad ?

Ans. Yes, It is for the reason that the said seniors did not apply for the special assistant post when identified at Tirupathi. Hence their claim were not considered as there is no provision for it.

Ex. W15 is the copy of the submission made by the Management before the conciliation officer in this case.

Q. I put it to you that the management has agreed to study the feasibility of shifting the vacancy from Tirupathi to Hyderabad Centre. The same was not brought to the notice of the employees in their subsequent notification while calling for he applications. It has been done deliberately suppressing this fact. So the seniors at Hyderabad Centre have not applied. What do you say ?

Ans. I deny your suggestion. It was informed in the Ex. W15 clearly that the management was only studying the feasibility of considering request of Mr. Sharma. In the meantime the request of Sharma relinquishing the post came. Since there was a shortage of clerical staff in Hyderabad Centre, it was readily considered.

Q. I put it to you that Sri Sharma W. W2 has foregone the allowance only after getting the suggestion from the then Asst. General Manager Sri P.B. Chary. What do you say ?

Ans. I do not know.

Q. I put it to you that the Regional Office deliberately ignored the request application of Sri Sharma for his request to Hyderabad Centre inspite of working for 10 months at Tirupathi whereas the same Regional Office considered the request transfer of M. Channiah within one month of his joining at Tirupathi and issued transfer order and this amounts to unfair labour practice. What do you say ?

Ans. I deny your suggestion.”

11. It is not disputed that as per the needs of the Branches, the Management will declare the Special

Assistant vacancies. It is Categorically pleaded in the counter filed on behalf of the Respondent Management that creation of post of Special Assistant at Tirupathi was considered earlier in view of the increase in workload in that Branch, but subsequently the increase of business has become stagnant and turned out to be a non-performing asset when the frauds were detected, the then Manager and Accountant of the Tirupathi Branch were charge sheeted and the Manager was subsequently dismissed from service and in view of the turn of events the Management had decided not to continue the said post of Special Assistant at Tirupathi Branch which would otherwise involve wastage of man power. Hence the post of Special Assistant was transferred from Tirupathi to Hyderabad city where there is shortage of Supervisory cadre and Mr. Chenniah was transferred under Clause 11-a of the Settlement (Ex. W1) in view of his request to Hyderabad Centre. These averments in the counter are not controverted by the Petitioner Union in its rejoinder. Therefore the necessity to shift the post of Special Assistant from Tirupathi to Hyderabad has been explained by the Respondent-Management in its counter and the same has not been disputed by the Petitioner-Union. Even under Clause 6(a) of the Settlement, the Management has to notify the Centres for posting Special Assistant posts after taking note of pending request transfer application from the existing Special Assistants. In the instant case Sri M. Chenniah was already working as Special Assistant and he made request for his transfer as Special Assistant to Hyderabad and at that stage the Management found necessity to shift the post of Special Assistant from Tirupathi to Hyderabad under those circumstances as explained by M.W. 1 quoted above, vacancy of Special Assistant post at Hyderabad was not notified in view of the request transfer of M. Chenniah along with the post to Hyderabad. Further, the transfer of M. Chenniah is also in compliance of Clause 11(a) of the Settlement. Clause 11(a), (b) and (c) of the Settlement reads as follows :

#### 11. "Debar :

- (a) Special Assistant transferred at his request from one region to another shall forego the Special Assistant Allowance drawn by him. Further he will be debarred from being eligible for the post of Special Assistant for a period of one year from the date of his reporting to the transferee region. After the debarment period is over he will be eligible to apply for Special Assistant post as and when vacancy occurs and the allowance would accrue from the date of his selection and posting as Special Assistant.

However, if he is senior in respect of length of service in clerical cadre then the junior most special assistant of the region to which he is being transferred, then he will not have to forego the Special Assistant's Allowance and shall be transferred to the other region as Special Assistant. It is also clarified that as and when a Special Assistant asks for request transfer within the same region, the

same may be considered as per the needs of the Bank's work and in that case also he will not forego his Special Assistant's Allowance since posting of Special assistant is on the basis of seniority in the Region.

- (b) An employee who refuses to accept the post of Special Assistant on being selected will be debarred from being eligible for the post of Special Assistant for a period of 3 years.
- (c) An employee who is reverted from officers' cadre to clerical cadre at his own request will be debarred for the post of Special Assistant for a period of 5 years from the date of his reversion from officers' cadre to clerical cadre."

It is categorically mentioned in Clause 11(a) that as and when Special Assistant asked for request transferred within the same region, the same may be considered by the Management as per the needs of the Banks work and in that case also he will not forego Special Assistant allowance. In the instant case at the request of M. Chenniah and considering the needs of the Bank at Hyderabad Centre, he was transferred as Special Assistant to Hyderabad which is in the same region and therefore Mr. M. Chenniah need not forego his Special Assistant Allowance which he was drawing at Tirupathi.

12. The learned counsel for the Petitioner Union submits that W.W2 G.D.M. Sharma did not attract debar Clauses 11(a), (b) and (c) as he did not seek request transfer from one region to another nor did he refuse to accept the Special Assistant post nor was he reverted from officers' cadre. The learned counsel for the Petitioner-Union further submits that the request for transfer of W.W2 to Hyderabad as Special Assistant was not considered by the Respondent-Management though he worked for more than 10 months as Special Assistant at Tirupathi and that the request of M. Chenniah for transfer of Special Assistant to Hyderabad was readily accepted though he worked for a period of one month and therefore the Respondent-Management resorted to discrimination and it resulted in unfair labour practice. The learned counsel for the Union also submits that the prohibition of payment of Special Assistant allowance to W.W2 at Hyderabad and his debar from being eligible for the post of Special Assistant for a period of three years also is an act of unfair labour practice. It is no doubt true that under Ex. W8 he made a request for his transfer to Hyderabad centre in his existing capacity as Special Assistant for Tirupathi. He also enclosed the Medical Certificate (Ex. W9) to his request letter Ex. W8 and Tirupathi Branch Manager by his letter (Ex. W10) recommended for his transfer. But before a decision was taken by the Management on such request of W.W2, another request letter Ex. W11 dt. 9-7-1992 was submitted for his immediate transfer on health ground conceding reversion from the post of Special Assistant to clerical cadre foregoing his Special Assistant allowance. The request of W.W2 was accepted by the Management and he was posted as Clerk-cum-Typist at Bank

Street, Hyderabad under Ex. W4. While issuing orders under Ex. W4 the Management observed that W.W2 is not entitled for Special Assistant Allowance attached to Special Assistant and that he shall not be eligible to apply for Special Assistant post in any Centre for a period of three years, from the date of relinquishing Special Assistant Allowance. Seeking reversion from the Special Assistant post amounts to refusal to accept the post of Special Assistant and therefore it attracts Clause 11(b) of the Settlement Ex. W1. An employee who refuses to accept the post of Special Assistant will be debarred from being eligible for the post of Special Assistant for the period of three years. W.W2 by seeking reversion from the post of Special Assistant had agreed to forego the Special Assistant Allowance which he was drawing as Special Assistant at Tirupathi. Therefore the direction of the Respondent-Management debarring W.W2 from being eligible for the Special Assistant for a period of three years and directing him not to draw Special Allowance attached to the post of Special Assistant cannot be said to be an act of unfair labour practice on the part of the Respondent-Management.

13. There is also no substance in the contention of the learned counsel for the Petitioner Union that a favour was shown to M. Chenniah by conceding his request for transfer to Hyderabad Centre though he worked for a period of about one month. As seen from Ex. W15 letter of the Respondent to the Assistant Commissioner of Labour (Central), Hyderabad, at the time when W.W2 had put in his request application for transfer to Hyderabad, the Management was studying the feasibility of transferring him taking into account the staff position of Tirupathi Branch vis-à-vis staff requirement at Hyderabad and in the meanwhile the request letter dt. 9-7-1991 of W.W2 was received to consider his reversion to Clerical cadre and as there was shortage of clerical staff at Hyderabad, the Management had readily agreed to consider the request of W.W2 and W.W2 was reverted and posted at Bank Street, Hyderabad as Clerk-cum-Typist. As is seen from this letter, the Respondent-Management was already considering the feasibility of transferring the post of Special Assistant from Tirupathi to Hyderabad considering the staff position of Tirupathi Branch, staff requirement at Hyderabad. It appears that the Management had taken a final decision nearly after one year to transfer the post of Special Assistant from Tirupathi to Hyderabad. It cannot be said that the Management had taken decision to shift the post from Tirupathi to Hyderabad just to favour M. Chenniah who belongs to majority union. The shifting seems to have taken place in due course and it might be a matter of co-incident that M. Chenniah had made a request for his transfer as Special Assistant to Hyderabad at that point of time. There is also no substance in the contention of learned counsel for the Petitioner Union that the Respondent Management ought to have informed W.W2 that the Management is considering the shift of post of Special Assistant from Tirupathi to Hyderabad and if he had been informed, W.W2 would not have resorted to putting such an application to revert him from the post of Special Assistant in seeking transfer to

Hyderabad. It is the prerogative of the Management to transfer the post depending upon the work in the Branches. The Management is not obliged to inform its subordinates about its ways of administration. Moreover, if really W.W2 was affected by the decision of the Management he would have raised an industrial dispute before the Assistant Commissioner of Labour. There is nothing on record to show that W.W2 made any protest against the alleged discrimination shown against him. There is also nothing on record to show that W.W2 was made to make such a request to forego the Special Assistant allowance at the instance of Assistant Manager of the Respondent-Bank. It is only an after-thought on the part of the Petitioner Union.

14. There is also no substance in the contention of the learned counsel for the Petitioner Union that all the 28 senior employees were kept in dark with regard to shifting of the vacancy of Special Assistant post from Tirupathi to Hyderabad and therefore they have been deprived of an opportunity to apply for the said post along with Mr. M. Chenniah and as such it amounts to unfair labour practice. W.W1 to W.W4 were also seniors to M. Chenniah. They have admitted in their evidence that they did not apply for the post of Special Assistant at Tirupathi when it was notified for being filled up after relinquishment by W.W2. W.W1 stated in his cross examination thus : "Seniors at Hyderabad did not apply for Special Assistant post on their own accord. Nobody prevented them to apply". W.W3 gives his own reason for not applying to the said post of Special Assistant at Tirupathi. He stated in his examination-in-chief thus "There was a notification for the Special Assistant Vacancy at Tirupathi Branch, after reversion of W.W2 to Clerical post. There was no notification/information given by the Management about shifting of Special Assistant vacancy from Tirupathi Centre to Hyderabad Centre while calling for applications to the post of Special Assistant in Tirupathi Centre after reversion of W.W2. The Special Allowance that the Special Assistant will get is Rs. 524.00 per month. I did not apply for special assistant post at Tirupathi. It is for the reason that as per Clause 6(b) of Ex. W1 that the seniority of the person who do not apply will be in tact and no debar clause applicable for not applying to the post. Another reason is that there is no monetary benefit since Tirupathi place does not attract H.R.A. and C.C.A. (House Rent Allowance and City Compensatory Allowance) on par with Hyderabad." W.W4 also senior to Mr. M. Chenniah deposed in his examination in chief thus : "In 1992 the Management issued a notification with regard to filling up Tirupathi vacancy of Special Assistant post which was fallen vacant because of G.D.M. Sharma has taken reversion. While notifying the vacancy and calling for applications from the senior employees the Management has not given any information about the Tirupathi Centre Special Assistant vacancy likely to be shifted to Bank Street, Hyderabad. Hence I did not apply for the said post. I would have applied for the said post if I had knowledge of shifting that post to Hyderabad." In his cross examination W.W4 stated thus :

Q. Is it a fact that it would have been a monetary loss to you if you had applied for the Special Assistant post at Tirupathi and got selected and posted there and it is for that reason you did not apply for the said post. What do you say?

Ans. Yes.

Q. Is it not true that the management had no idea of shifting the post of Special Assistant at Tirupathi to Hyderabad when it filled up the Special Assistant post at Tirupathi. What do you say?

Ans. I do not know."

It is clear from this testimony of W.W1 to W.W4 that inspite of notification for filling up the post of Special Assistant at Tirupathi, the seniors did not apply for the said post as it was a monetary loss to them. It is also not their case that the said seniors were prevented from applying for the said post at Tirupathi. As earlier stated shifting of post of Special Assistant, at Tirupathi from Tirupathi to Hyderabad was due to exigency of circumstances. It cannot be said that it is a deliberate act on the part of the Management to do any favour to M. Channiah. In spite of the monetary loss Mr. M. Channiah had applied for the post of Special Assistant at Tirupathi when it was notified and got selected and he joined in the said post and subsequently at his request was transferred to Hyderabad at the post of Special Assistant was shifted to Hyderabad Centre. Therefore the seniors to M. Chenniah should not have any grouse against M. Chenniah. The seniors were not entitled to get special Assistant allowance on par with Mr. M. Channiah who is junior to them. On a consideration of the evidence on record, it cannot be said that the claims of 28 seniors to Mr. M. Channiah were ignored while his request transfer to Hyderabad was considered and posted as Special Assistant.

15. In the light of my above discussion, I hold on Point (1) that the claim of Petitioner Union that the Management of the Respondent Bank was not justified in transferring Sri M. Channiah, Special Assistant from Tirupathi to Hyderabad with Special Allowance on his own request ignoring the claim of 28 senior employees is incorrect. The point is thus decided in favour of the Respondent Management and against the Petitioner Union.

16. POINT (2) :—This point relates to the relief to be granted to the Petitioner Union and 28 senior employees. In view of my finding on Point (1), the Petitioner-Union and 28 senior employees are not entitled for any relief in this reference.

17. In the result, Award is passed holding that the claim of the Petitioner Dena Bank Shaft Union, Secunderabad that the Management of Respondent Bank was not justified in transferring Sri M. Channiah, Special Assistant from Tirupathi to Hyderabad with special allowance on his own request ignoring the claims of 28 senior employees is not correct and that the Petitioner-Union and 28 senior employees are not entitled to any relief in this reference. The reference is thus answered. The parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 10th day of June, 1996.

A. HANUMANTHU, Industrial Tribunal-I

#### Appendix of Evidence

Witnesses Examined for the Petitioner :      Witnesses Examined for the Respondent :

W.W1—G. Madhav

M.W1 K.A. Venkat  
Gyaneshwar.

W.W2—G. Durga Malleswar Sharma

W.W2—Zahooruddin

W.4—Zakiuddin.

#### Documents marked for the Petitioner :

- Ex. W1 12-6-90—Xerox copy of Settlement dt. 12-6-90 selection of Special Assistant for the year 1990.
- Ex. W2 12-6-90—Xerox copy of the seniority list of clerks as per date of joining Bank as on 30-6-1990 at Hyderabad Centre.
- Ex. W3 12-6-90—Xerox copy of the salary particulars of Mr. M. Chenniah.
- Ex. W4 14-8-91—Xerox copy of the Memorandum issued by the Dena Bank to Sri Durga Malleswar Sharma.
- Ex. W5 4-8-92—Xerox copy of the Memorandum issued by the Dena Bank of Sri M. Chenniah.
- Ex. W6 3-9-90—Xerox copy of the Circular regarding selection of Special Assistant's.
- Ex. W7 18-1-91—Representation of W.W2 to the Branch Manager Dena Bank, Tirupathi.
- Ex. W8 21-5-91—Representation of W.W2 to the Regional Manager, Dena Bank, Bangalore.
- Ex. W9 21-5-91—Xerox copy of Medical Certificate.
- Ex. W10 21-5-91—Letter to the Regional Manager, Bangalore (xerox copy of the Branch Manager, Chittoor.)
- Ex. W11 9-7-91—Xerox copy of the representation made to the Regional Manager, Bangalore by W.W2 (copy).
- Ex. W12 3-7-92—Xerox copy of appeal of W. W2 to the Zonal Manager, Dena Bank, Bangalore.
- Ex. W13 27-8-92—Representation made by W.W2 to Sri Doraiswai, Chairman & Managing Director, Dena Bank, Bombay.
- Ex. W14 30-9-92—Xerox copy of the Regional Manager, Dena Bank, Bangalore addressed to Sri Durga Malleswar Sharma to the reply of W.W2 appeal.
- Ex. W15 24-9-92—Copy of the statement filed before the Asstt. Labour Commissioner, Hyderabad.

Documents marked for the Respondent :

NIL

नई दिल्ली, 6 अगस्त, 1996

का. आ. 2550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियेंटल बैंक आफ कॉमर्स के प्रबंध तंत्र के नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[मं. एल-12012/2/86/डोIIVए/-आई.आर. बी. 2]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th August, 1996

S.O. 2550.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 5-8-96.

[No. L-12012/2/86-D.IVA/IR(B-II)]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 136 of 1986

In the matter of dispute between :

Shri Har Prakash Agnihotri,  
S/o Late Rt. Chhoday Lal Agnihotri,  
90/53, Anwarganj,  
Kanpur.

AND

The Manager,  
Oriental Bank of Commerce  
The Mall,  
Kanpur.

Appearance :

Shri Jagat Arora for the management.  
Sri V. P. Srivastava for workman.

## AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification no. L-12012/2/86-D.IV(A) dt. 11-12-86, has referred the following dispute for adjudication to this Tribunal—

"Whether the action of the Manager, Oriental Bank of Commerce, Kanpur in terminating the services of Shri Har Prakash Agnihotri, Clerk w.e.f. 17-5-1981 and in not considering him for further employment while recruiting fresh hands under section 25-H of the Industrial Disputes Act, 1947 is justified? If not to what relief is the concerned workman entitled?"

2. The case of concerned workman Har Prakash Agnihotri is that he was appointed as Temporary Clerk at Mall Road Branch, Kanpur, of opposite party Oriental Bank of Commerce on 12-2-81 and worked there upto 16-5-81 for a period of 90 days. His work was of permanent nature. Later on his services were terminated on 17-5-81. At that time he was not junior most and further fresh hands appointed. In this way there has been breach section 25G 25H I.D. Act and relevant provisions of Binartite settlement and modified Shastri Award. Hence his termination is bad in law.

3. The opposite party has filed written statement in which it has been alleged that reference is stale. It is further alleged that employment of concerned workman was on leave vacancy. He had not done work of permanent nature. It is further alleged that for appointment of Clerks there is bank-

1996 GI/96—8

ing service Recruitment Board. Hence this back door entry should not be permitted.

4. In the rejoinder the concerned workman had denied that he had worked in leave vacancy.

5. It may be mentioned that this reference was consolidated with I.D. 111/86 Ashok Kumar Yadav versus Oriental Bank of Commerce in which both parties have adduced oral and documentary evidence. In that case award has been given on 17-7-96. All the points that have been raised by the parties have been dealt with and it has been held that there has been breach of Section 25-H I.D. Act. Hence order for reinstatement has been passed. For the same reasons stated in that award the answer to this reference is also in the negative and it is held that the concerned workman is entitled for reinstatement but without back wages.

6. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 अगस्त, 1996

का.आ. 2551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[मं. एल-12012/2/88-आई.आर. बी. आई.]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of RBI and their workmen, which was received by the Central Government on the 5-8-96.

[No. L-12012/2/88-IRBI]

P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR  
Industrial Dispute No. 34 of 1989

In the matter of dispute between :

Goni Na'h Sharma,  
C/o Balram Sharma,  
Bhartiya Reserve Bank,  
Kanpur.

AND

Manager,  
Reserve Bank of India,  
The Mall, Kanpur.

Appearance :

V. P. Gupta for the workman

S. N. Sharma for the management.

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-12012/2/88/D-I(B) dated 25-1-89 has referred the following dispute for adjudication to this Tribunal—

"Whether the action of the management of Reserve Bank of India, Kanpur in striking off the name of Shri

Gopi Nath Sharma from the list of approved peon-cum-farrash is justified? If not, to what relief the concerned workman entitled?"

2. The case of the concerned workman Gopi Nath Sharma is that a waiting list was prepared for Farrash and peon by the opposite party Reserve Bank of India. The name of the concerned workman was also included in it in the year 1974 and by order dt. 19-2-74 work was being taken from him by payment of Rs. 3/- per day. During this period he matriculated. On the basis of this when fresh list was prepared his name was not included as he was said to have become over qualified. He has challenged this omission of his name from the waiting list and consequent denial of work on the ground that it amounts to retrenchment and he could not have been retrenched without payment of retrenchment compensation and notice pay as he had completed more than 240 days in a calendar year. It is alleged that he had sent his representation from 1977 to 13-10-86, but to no avail.

3. The opposite party has filed reply in which it is alleged that the name of the applicant was 'o ensure for the period waiting list was prepared. After lapse of that period when fresh list was prepared his name was not included as he had passed High School. The maximum qualification was VIII Class pass.

4. In the rejoinder nothing new has been said by the concerned workman.

5. It may be mentioned that Hon'ble Supreme Court had rendered a judgment in the case of H. D. Singh Versus Reserve Bank of India 1985 (51) F.I.R. 494. The facts of this case are similar to that of instant case and it was held in this case that deletion of name from the waiting list amount to retrenchment and as the workman in that case had completed more than 240 days in a calendar year and inasmuch as no retrenchment compensation and notice pay was given the termination was bad in law. Perhaps embolden it by this indement the concerned workman has raised this industrial dispute. But I find that this reference is highly belated. It is true that the concerned workman has tried to prove that he had been corresponding with the management but that alone is not enough as unilateral correspondence without any response from the bank is meaning less. The proper course in such a situation is that suitable remedy should be availed at the earliest. Thus this claim is highly belated and as the name of the concerned workman expunged in 1976. In the case of Balwant Singh versus Labour Court, Bhopinda 1996 Lab IC 45 5 years old reference was held to be belated and in the absence of sufficient explanation relief of reinstatement was denied. Relying upon this authority I hold that the concerned workman would not be entitled for any relief.

6. On merits too the case of the concerned workman is not proved. The concerned workman has filed his affidavit. He was cross examined. Whereas the management has given the evidence of Kanhaiya Lal Prasad M.W. 1 who had stated that the concerned workman had not completed 240 days in any calendar year. He has not been cross-examined. Thus his evidence is unchallenged. Consequently relying upon his evidence it is held that the concerned workman has not completed 240 days in a calendar year. Hence sec. 25F is not attracted.

7. In view of above my answer to the reference is in the affirmative and against the concerned workman. The concerned workman is not entitled for any relief.

8. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 अगस्त, 1996

का. भा. 2552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धन के संबंध में निर्योक्तों और उनके कर्मचारों के बीच, अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5/8/96 को प्राप्त हुआ था।

[सं. एल-12012/136/86-आईआरबीआई]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SBI and their workmen, which was received by the Central Government on the 5-8-96.

[No. L-12012/136/86-IRBI]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR  
Industrial Dispute No. 13 of 1987

In the matter of dispute between :

Satish Chandra Saroj,  
C/o S. N. Shukla,  
37, Sheo Charan Lal Road,  
Chowk Allahabad.

AND

The Regional Manager,  
State Bank of India,  
Region IV, Varanasi.

Appearances :

O. P. Mathur—for the concerned workman.  
Sri Mahesh Chandra—for the management.

#### AWARD

1. Central Govt., Ministry of Labour, vide its notification no. L-12012/136/86-D.II(A) dated 19-1-87, has referred the following dispute for adjudication to this Tribunal—

"Whether the action of the management of State Bank of India in dismissing Sri Satish Chandra Saroj from the services of the bank w.e.f. 18-1-84, is legal and justified? If not to what relief the workman concerned is entitled?"

2. Concerned workman Satish Chandra Saroj was working as Agriculture Assistant in the Rampur Karkhana (Deoria) branch of State Bank of India w.e.f. 26-6-78. He was served with a chargesheet on 22-10-83 which contained a number of acts of misconduct. The first act of misconduct is alleged to be acceptance of illegal gratification from 24 persons for advancing loan to agriculturalist. Their details have been given in the chargesheet. In the second place he is alleged to have made remittance of various amounts from Rampur Karkhana Branch to his home in Pratapgarh which amount was collected by way of illegal gratification. In other words his money was disproportionate to his income. Further he had left the office during working hours without prior permission, the details of which have also been given in the chargesheet. The concerned workman has submitted his reply. Thereafter one K. N. Pandey an officer of the bank was appointed enquiry officer. On 14-5-83, he fixed 25-7-83 for hearing. The concerned workman obtained adjournment thereafter 11-8-83 was fixed once again concerned workman sought adjournment. The same was refused and proceedings were completed on 13-8-83. Thereafter enquiry officer submitted his findings the date of which is illegible. The enquiry officer found the charges proved. Hence on the basis of this report the concerned workman was dismissed from service by order dt. 10-1-84.

3. Thereafter the concerned workman raised an industrial dispute in which he had challenged the fairness and propriety of domestic inquiry. On facts all the three charges were denied. The management filed written statement in which it was maintained that inquiry was fairly and properly held, and that allegedly concerned workman was guilty of all the three charges. Hence he has been rightly dismissed.

4. On it rejoinder has been filed but nothing was written in it. On the pleadings of the parties a preliminary issue was framed regarding fairness and propriety of domestic enquiry. This tribunal has answered the issue against the management vide finding recorded on 9-11-95 (copy enclosed) and thereafter the management was given opportunity to prove the misconduct on merits. Repeated opportunities were given to the management to prove the misconduct but in vain. Last such opportunity was given on 16-5-96 yet again the management failed to produce the evidence. The concerned workman also did not adduce any evidence.

5. As the burden of proof rest with the management to prove all the three misconducts and as the management had failed to adduce evidence, there is no option but to hold that all the three charges are not proved for want of evidence.

6. Now the question is as to what relief the concerned workman should be awarded. There can be manner of doubt that he will be entitled for reinstatement. As regards relief for back wages after having gone through my finding on preliminary issue I am not inclined to grant it. It transpires from my finding that the case against the concerned workman was not held to be false. Instead finding of the domestic enquiry was set aside on technical ground. From the details of remittance made by the concerned workman as shown in the pleading the case of the concerned workman cannot be said to be above board. Hence I am not inclined to grant back wages on this score.

7. Accordingly my award is that the dismissal of the concerned workman by order dt. 10-1-84 is bad in law. Hence he will be entitled for reinstatement but without back wages. He shall also be entitled for costs at Rs. 100/-.

B. K. SRIVASTAVA, Presiding Officer

Industrial Dispute No. 13 of 1987

Satish Chandra Saroj versus State Bank of India

Finding on Preliminary Issue

Dated 9th November, 1995  
Preliminary Issue

WHETHER THE DOMESTIC ENQUIRY AGAINST THE WORKMAN WAS NOT CONDUCTED FAIRLY AND PROPERLY?

Concerned workman Satish Chandra Saroj was working as Agriculture Assistant in the Rampur Karkhana (Deoria) Branch of State Bank of India w.e.f. 26-6-78. He was served with a chargesheet on 22-10-83 which contained a number of acts of misconduct. The first act of misconduct is alleged to be acceptance of illegal gratification from 24 persons for advancing loan to agriculturalist, their details have been given in the chargesheet. In the second place he is alleged to have made remittance of various amounts from Rampur Karkhana Branch to his home in Pratapgarh which amount was collected by way of illegal gratification. In other words this money was disproportionate to his income. Further he had left the office during working hours without prior permission, the details of which have also been given in the chargesheet. The concerned workman has submitted his reply. Thereafter one K. N. Pandey an officer of the bank was appointed Enquiry Officer. On 14-5-83, he fixed 25-7-83 for hearing. The concerned workman obtained adjournment. Thereafter 11-8-83 was fixed. Once again concerned workman sought adjournment. The same was refused and proceedings were concluded on 13-8-83. Thereafter, Enquiry Officer submitted his finding the date of which is illegible. The enquiry officer found the charges proved. Hence on the basis of this report the concerned workman was dismissed by order dt. 10-1-84.

Being aggrieved the concerned workman has raised the instant industrial dispute in which, inter alia, he had challenged the validity of domestic enquiry by alleging that enquiry officer was not properly appointed, enquiry was not held fairly and properly inasmuch as the concerned workman was not afforded opportunity for doing Paravi with the case.

In support of his case the concerned workman has filed his affidavit whereas the management has adduced evidence of its officer Awadhesh Singh.

I heard both sides and perused the record. From a perusal of file it appears that the Enquiry Officer had fixed 25-7-83 for hearing. On that date the concerned workman had applied for adjournment as his authorised representative M. K. Srivastava of Varanasi could not come due to accident. Thereafter 11-8-83 was fixed for evidence. The concerned workman once again sought adjournment on the same ground, but this time the prayer was refused and enquiry officer recorded statements of 12 witnesses. Thereafter on 12-8-83, evidence of two more witnesses were recorded and proceedings were concluded on 13-8-83. It appears from record that E.O. has refused to grant adjournment on 11-8-83 on the ground that earlier he concerned workman had sought adjournment on false pretext of his defence representative having met with an accident. Secondly it was objected that authority of M. K. Srivastava was not on record, be that as it may, I am of the opinion that 11-8-83 was only the second date hence it cannot be said that concerned workman had taken a plea of adjournment just to protract the proceedings of the case. Further I am of the opinion that it was almost impractical to have recorded the statement of 12 witnesses on one day. That also shows the prejudice mind of the enquiry officer and also his conduct of making undue haste in concluding proceedings. I am more than satisfied that in this case the enquiry officer was of prejudice mind and had not afforded due opportunity to the concerned workman to defend himself. In any case, I am further of the view that after the conclusion of the evidence of the management enquiry ought not to have been closed. Instead one opportunity ought to have been allowed to the delinquent to adduce his evidence in defence. This is an essential ingredient of holding of a fair enquiry. Thus overall I am of the view that in this case, the enquiry has not been held fairly and properly. As such the same is set aside and on the request of the management they are given opportunity to adduce evidence to prove the misconduct of the concerned workman on merits.

Case to come up for evidence of the management on 8-1-96 at Sabr Lucknow. Issue notice to the parties concerned.

B. K. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 7 अगस्त, 1996

का.प्र. 2553.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5/8/96 को प्राप्त हुआ था।

[रा. एल-41012/39/93-आईआर-बीआई]

पं. जे. माईकल, डैस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Rly. and their workmen, which was received by the Central Government on 5-8-96.

[No. L-41012/39/93-IR(B-I)]

P. J. MICHAEL, Desk Officer



## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING  
OFFICER CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL-CUM-LABOUR COURT,  
PANDU NAGAR, KANPUR

Industrial Dispute No. 13 of 1995

In the matter of dispute between:

Shri Mahendra Singh  
President,  
Rashtriya Chaturth Shreni Rail Mazdoor Cong-  
ress (INTUC)

4. Hira Para Nagar.  
Jhansi.

AND

Divisional Rail Manager,  
Central Railway,  
Jhansi.

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-41012/39/93-I.R.- (B-3) dt. 13-1-95, has referred the following dispute for adjudication to this Tribunal:—

Kya Mandal Rail, Prabandhak Central Railway Jhansi dwara Shri Babir Lal ko dinank 6-4-1988 se nishkashit karna nyayochit hai? Yadi nahi to sambandhit karamkar kish anutosh ka haqdar hai?

2. It is not necessary to give details of the case as on 15-7-96 representative of the concerned workman made a statement that he not press the case. Hence the reference answered against the concerned workman for want of prosecution and proof and concerned workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 अगस्त, 1996

का.अ. 2554 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबन्धकों के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था ?

[संख्या एल-12012/153/90/आई.आर.बी-2]

पी.जे. मार्शल, हेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2554.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Madras as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Bank

and their workman which was received by the Central Government on 6th August, 1996.

[No. L-12012/153/90-IR (B-II)]

P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL  
NADU, MADRAS

Monday, the 24th Day of June, 1996

PRESENT :

Thiru S. Thangaraj, B.Sc., LL.B., Industrial  
Tribunal.

Industrial Dispute No. 81 of 1990

(In the matter of the dispute for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the management of Indian Bank Madras).

## BETWEEN

The Workman represented by :

The General Secretary,  
Indian Bank Employees Union,  
No. 25, Second Line Beach,  
Madras-600001.

## AND

The Zonal Manager,

Indian Bank, No. 770-A, Anna Salai,  
Spencer Towers, Madras-600002.

REFERENCE :

Order No. L-12012/153/90-IR.B(II) dated 9th October, 1990, Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 12th day of June, 1996, upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru N. G. R. Prasad for Tvl. Rav & Reddy and S. Vaidyanathan, advocates appearing for the workman and of Thiru G. Venkatraman, for Tvl. Aiyar and Dolia, Advocates appearing for the Management, and this dispute having stood over till this day for consideration. This Tribunal made the following award.

## AWARD

Government of India by its letter No. L. 12012/153/90-I.R. B(II) dated 9th October, 1990, referred for adjudication by this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 regarding the dispute :

"Whether the action of the Management of Indian Bank in imposing a penalty of stoppage of two increments on Shri K. S. Goniath is justified. If not, to what relief the workman is entitled to?"



After services of notices, the Petitioner and Respondent filed their claim statement and counter statement respectively.

The main averments found in the claim statement filed by the General Secretary, Indian Bank Employees' Union, Madras-1 are as follows:

Shri K. S. Gopinath was a clerk/shroff working at Madras, George Town Branch of the Indian Bank was charge-sheeted by the respondent Indian Bank for certain alleged misconducts on the part of the workman stating that on 4th February, 1987 he opened the cash safe around 10.30 a.m. After a lot of delay despite customers' waiting that he refused to distribute the tokens in the absence of permanent cash peon that he distributed the tokens around 10.50 a.m. after Mr. Pavithran was posted for duty that on the same day at 11.45 a.m. he along with some other employees entered inside the cabin of the Branch Manager demanding the apology from Mr. V. L. S. Murthy FX Officer and shouted that they could not work unless and until Mr. V. L. S. Murthy FX Officer offers apology that when the Manager called Mr. G. S. Lakshmanan Assistant Manager (Admn.) the workman in a threatening voice shouted in Tamil that because of his behaviour the office routine was disrupted roughly for one hour that at 5 p.m. on that day, the Chief Manager was discussing about the disruption of normal service. Mr. Gopinath in the presence of some other employees shouted at the Chief Manager in Tamil and that daily he used to go round various seats and causing lot of commotion in the office and inconvenience to the officers and the customers. An enquiry was conducted against Mr. Gopinath on the said charges and he participated in the enquiry and the enquiry officer submitted his finding. On 4th February, 1987 the delay was caused in issuing tokens to the customers by the inaction of the Management. Mr. Gopinath insisted to follow the usual procedure and doing the right thing he was victimised by the management. Mr. Gopinath never said such harsh words in the cabin of the Branch Manager and there was no serious disruption of work as alleged. Charge No. 8 is vague and the finding of the enquiry officer on the said charge is perverse. The findings of the Enquiry Officer are illegal and against the principles of natural justice. The action of the Management is vindictive and mala fide. The punishment of stoppage of two increments with cumulative effect is unjustified and illegal.

The main averments found in the counter filed by the respondent are as follows:—

On 4th February, 1987 the workman Mr. Gopinath refused to distribute tokens demanding the posting of permanent Cash Peon and he distributed the tokens around 10.50 a.m. after Mr. Pavithran, sub-staff was posted, and thereby caused lot of delay. Mr. Anand Chandrasekar was unauthorisedly absent from his seat and when the Section Officer Mr. V. L. S. Murthy questioned his absence, Mr. K. S. Gopinath along with Mr. Anand Chandrasekar and some other employees entered inside the Manager's cabin and he demanded the apology from Mr. V. L. S. Murthy and threatened that unless he offers apology they would

not work. When the Manager called Mr. Lakshmanan to enquire into the matter he shouted at the Manager in Tamil and the behaviour of the workman revealed his outrageous attitude. On the same day at 5 p.m. when the Chief Manager questioned Mr. K. S. Gopinath he shouted at the top of his voice in Tamil making derogatory remarks against the functioning of the Chief Manager. A show cause notice was issued to him on 7th February, 1987 calling for his reply within 7 days and on receipt of the same on 9th February, 1987, he sent a letter on 24th February, 1987 seeking 15 days time to give the reply. For his misconducts charges were framed against him and enquiry conducted. The workman participated in the enquiry and cross-examined the Management witnesses and examined witnesses on his side. The workman had unreasonably and unwarrantedly interfered in the functioning of the Management and caused confusion in this office. Charge No. 8 has been framed to show the general attitude of the workman and the finding of the enquiry officer that this said charge has been proved is correct and not perverse. The punishment imposed on the workman is fair and just there is no valid reason to interfere in the finding of Enquiry Officer. The punishment imposed on the workman is also fair and just.

The petitioner union has filed Ex. W1 to Ex. W12 and the respondent management has filed Ex. M1 to Ex. M13 before this Tribunal and both parties have not examined any witnesses on their respective sides. Both parties submitted their arguments.

The point for our consideration is:

"Whether the action of the Management of Indian Bank in imposing a penalty of stoppage of two increments on Mr. K. S. Gopinath is justified? If not, what relief the workman is entitled to?"

Mr. K. S. Gopinath a Clerk/Shroff was working at Madras, George Town Branch of the Indian Bank. He is a member of the Indian Bank Employees' Union Madras. On 4th February, 1987 three different incidents had taken place in the Bank. The management had reasons to believe that Mr. K. S. Gopinath was responsible for those incidents and issued a show cause notice on 7th February, 1987 which Mr. K. S. Gopinath received on 9th February, 1987. As per the recitals in the show cause notice he has to reply within 7 days and he had sent a letter on 24th February, 1987 seeking 15 days time to submit his reply. The management framed 8 charges against the workman. Mr. R. Ramani was appointed as enquiry officer. In the enquiry the management was represented by a presenting officer and the workman was represented by the office bearers of the union. The Management has examined 4 witnesses on its side and the workman examined 5 witnesses. The Enquiry Officer has found that all the 8 charges have been made against the workman and submitted his report. On receipt of the finding, the management has sent a show cause notice to the workman proposing the punishment to be imposed on him. The workman had given his reply and after going through the reply, the competent authority passed the final order imposing the punishment of stoppage of two increments with

cumulative effect, on the workman. Aggrieved by the said punishment the petitioner union has raised this Industrial Dispute.

Charge Nos. 1 and 2 go together. On 4th April, 1987 the workman opened the safe after a lot of delay despite customers' waiting and that he insisted posting of a permanent sub-staff and finally one Mr. Pavithran had to be posted for the day and thereby he delayed issue of tokens. The workman had denied these allegations and contended that the late arrival of the Assistant Manager and the delay on the part of Management to effect postings as per rules were the reasons for the delay. He insisted them to follow the rules and that he was not responsible for the alleged delay or disturbance in work. Witnesses have deposed for and against. Ex. MW2 had admitted in his evidence that the permanent cash peon will be distributing the tokens and in the absence of the permanent cash peon, the next senior sub-staff member of that branch will perform the duties of the cash peon and the workman insisting for the posting of permanent sub-staff as cash peon is correct. These admissions of Ex. MW2 show that the workman had insisted the officials to follow the rules. Though the exigencies of service made them to post some other person, such insistence on the part of the workman to follow the rules cannot be termed as a misconduct. It was alleged that the workman delayed the work of issuing of tokens on that day. It is the case of the workman that the delay was caused due to the late arrival of the Assistant Manager. We need not place much importance to the alleged late arrival of the Assistant Manager. Though some delay has been caused on that day it cannot be said that due to the misconduct of the workman such delay had been caused. Considering the admissions of Ex. MW2, it cannot be said that charges 1 to 2 have been proved against the workman.

Charge Nos. 3 to 5 go together since they deal with the incident alleged to have been taken place at 11.45 a.m. inside the cabin of the Branch Manager. MW-1 Mr. Ganesan Manager of the said branch and Ex MW-3 Mr. Lakshmanan Assistant Manager speak about this incident. It is clear from the evidence of the MW-1 and MW-3 that the workman entered inside the cabin of the Branch Manager and demanded the apology of Mr. V. L. S. Murthy and when the Manager called for Mr. Lakshmanan, the workman used derogatory remarks against Mr. V. L. S. Murthy and said that unless he tendered apology they would not work. The witnesses examined on the side of the workman had spoken in one voice that nothing had happened as alleged by the Management witnesses. Their evidence cannot be accepted while scrutinising the evidence of MW-1 and Ex. MW-3. It is clear from their evidence that unless such an incident had taken place they had no reason to depose falsely against the workman. It was contended on the side of the workman that all the managerial officials joined together to put the blame on the workman in order to victimise him for his trade union activities. From the evidence found on record it cannot be said that the witnesses examined on the side of the Management had deposed falsely in order to victimise the workman. The petitioner has failed to assign any

acceptable reasons to deny these 3 charges. There is no sufficient material on record either to show that these are imaginary charges against workman or they have been framed falsely with a view to victimise him. There is clear evidence on the side of the management that the workman violated the natural conduct of a staff member working in the Bank and his action is nothing less than a misconduct. After going through the records carefully, I came to the conclusion that charges 3 to 5 have been proved against the workman.

Charge No. 6 reads that because of the above incident the office duty was disrupted roughly for one hour. It was alleged on the side of the Management that the workman along with others entered inside the cabin of the Manager and demanded the apology of Mr. V. L. S. Murthy, and due to his conduct there was a disturbance of office work about one hour. The witnesses examined on the side of the workman have stated that there was no such disturbance in the office work. On the contrary the Management witnesses have stated that the workman by entering inside the cabin of the Manager, using derogatory remarks against Mr. V. L. S. Murthy has made the people employed in the office gathered there and the said incidents have caused disturbance to the office work for one hour. However there is no clear evidence on the side of the management that the misconduct of the workman caused disturbance in the office work for one hour. The Enquiry Officer in his finding has held that this particular charge also has been proved. No doubt that alongwith the workman some other employees were also found at that time and that alone cannot prove that there was a disturbance of office work for about one hour on that day. Hence it is clear that charge No. 6 has not been proved.

Charge No. 7 reads that on 4-2-87 at 5 p.m. when the Chief Manager was discussing about the incidents taken place in the morning, Mr. Gopinath, shouted at the top of his voice that in spite of the request made by the Chief Manager he passed some derogatory remarks against the Chief Manager. MW-1 Ganesan Manager, MW-3 Mr. Lakshmanan, Assistant Manager have deposed regarding this charge. It is the general contention of the petitioner that the members of the Management with a view to victimise the workman who is the union office bearer have deposed falsely against him. However such an explanation cannot be accepted. It is clear from the evidence of MW-1 and MW-3 that they had spoken what they had seen on that day. Their evidence is cogent and convincing and there is nothing on record to discredit or disbelieve their evidence. The witnesses examined on the side of the workman had denied the entire incident as false and their evidence cannot be accepted in the circumstances of the case. Considering the evidence of MW-1 and MW-3 the finding of the enquiry officer with regard to charge No. 7 is correct.

In charge No. 8 it has been stated that even on daily routine the charge-sheeted employee go around various seats and causing a lot of commotion in this office, causing great tension and inconvenience both

to the officers and to customers. None of the customers have been examined before the enquiry officer to prove this charge. The officers examined on the side of the management in the enquiry have deposed about the various incidents taken place on 4-2-87 and they have not stated anything about the previous conduct of the workman. This charge does not contain any specific particulars and it is general in nature. There is no proper evidence on the side of the management to prove this charge. Hence it is clear that the Management has failed to prove this charge against the workman.

The defence of the workman is that in order to victimise him the management authorities have deposed falsely for his union activities. The respondent/management has argued that such general defence cannot be accepted and submitted the ruling reported in

THE BENGAL BHARDEE COAL COMPANY Vs. RAM PRABESH SINGH AND OTHERS 1963 1 L.L.J. PAGE 291 wherein the Supreme Court has held,

"Further the fact that the relation between a employer and the union were not happy and the workman concerned were office bearers or active workers of the union would by itself be no evidence to prove victimisation for if that were so, it would mean that the office bearers and active workers of a union with which the employer is not on good terms, would have a carte blanche to commit any misconduct and get away with it on the ground that relations between the employer and the union were no happy".

This decision further establishes that the defence put forward by the workman cannot be accepted in the circumstances of the case. From the above said reasons it is clear that Charge No. 3 to 5 and 7 have been proved and the remaining charges have not been proved against the workman.

The management have awarded the punishment of stoppage of two increments with a cumulative effect against the workman. This Tribunal under Section 11-A of the Industrial Disputes Act can assess the punishment imposed by the management on the workman. The learned counsel appearing for the workman has drawn my attention to the decision of our Supreme Court in RAMA KANT MISRA Vs. STATE OF U.P. AND OTHERS 1982 II L.L.J. PAGE 475 where it was held,

"The misconduct consists of language indelicate, improper or disclosing a threatening posture. When it is said that language discloses a threatening posture it is the subjective conclusion of the person who hears the language because voice modulation of each person in the society differs and indelicate, improper, abusive language may show lack of culture but merely the use of such language on one occasion unconnected with any subsequent positive action and not preceded by any blame-worthy conduct cannot permit an extreme penalty."

In a recent decision our High Court, Between DHACHALAM COOPERATIVE URBAN DEVELOPMENT CORPORATION LIMITED AND LABOUR COURT CUDDALORE AND ANOTHER 1955 II L.L.J. PAGE 173 has held,

"That the gravity of the charge on using indecent languages has to be viewed in the light of surrounding circumstances"

It has been further held that the Tribunals can modify the punishment imposed by the managements with due regard to the facts and circumstances of the case. Accordingly while considering the punishment of stoppage of two increments with cumulative effect especially when 4 of the charges have not been proved, it is justified to modify the punishment imposed by the management. Accordingly it is decided that a stoppage of one increment with cumulative effect will sufficiently meet the ends of justice.

In the result award is passed by imposing stoppage of one increment with cumulative effect on the workman Mr. K. S. Gopinath. No costs.

Dated, this 24th day of June, 1996,

S. THANGARAJ, Industrial Tribunal

WITNESSES EXAMINED

For both sides None.

DOCUMENTS MARKED

For Workmen :

- Ex. W-1|24-2-87—Letter from Thiru K. S. Gopika to the Respondent-bank requesting to grant time to submit reply to the charge sheet (xerox copy).
- Ex. W-2| —Proceedings of the Enquiry Officer (Xerox copy).
- Ex. W-3| —Written submissions of the Respondent bank (Xerox copy).
- Ex. W-4| —Written submissions of defence representative of Thiru K. S. Gopinath (Xerox copy).
- Ex. W-5| —Reply by Thiru K. S. Gopinath to the Show Cause Notice dated 14-5-88 (Xerox copy).
- Ex. W-6| —Appeal preferred by defence representative of Thiru K. S. Gopinath (Xerox copy).
- Ex. W-7|11-10-88—Letter from respondent-bank to the Petitioner-Union.
- Ex. W-8|15-10-88—Letter from Petitioner-union to the Appellate Authority (Xerox copy).
- Ex. W-9|29-10-88—Letter from respondent-bank to Petitioner-Union (Xerox copy).
- Ex. W-10|9-12-88—2-A dispute raised by Petitioner-Union before the Regional Labour Commissioner (Central), Madras-3 (Xerox copy).
- Ex. W-11|1-4-89—Reply filed by the Respondent-bank before the Assistant Labour Commissioner (C), Madras (Xerox copy).
- Ex. W-12|15-5-89—Rejoinder filed by Petitioner Union before the Assistant Labour Commissioner (C), Madras (Xerox copy).

## For Management :

- Ex. M-1|7-2-87—Show Cause notice issued to Thiru K. S. Gopinath (Xerox copy).  
 Ex. M-2|15-4-87—Charge sheet issued to Thiru K. S. Gopinath (Xerox copy).  
 Ex. M-3—Findings of the Enquiry Officer (Xerox copy).  
 Ex. M-4|11-5-88—Suspension revocation order (Xerox copy).  
 Ex. M-5|14-5-88—Second show cause notice issued to Thiru K. S. Gopinath (Xerox copy).  
 Ex. M-6|5-7-88—Enquiry notice for personal hearing (Xerox copy).  
 Ex. M-7|22-8-88—Punishment order issued to Thiru K. S. Gopinath (Xerox copy).  
 Ex. M-7|22-8-88—Punishment order issued to Thiru K. S. Gopinath (Xerox copy).  
 Ex. M-8| —Proceedings of the Enquiry Officer (Xerox copy).  
 Ex. M-9|25-5-88—Letter from Petitioner-Union to the Respondent-bank requesting to grant time to submit explanation to second show cause notice (Xerox copy).  
 Ex. M-10|11-6-88— Do  
 Ex. M-11|15-5-89—Rejoinder filed by Petitioner union before the Assistant Labour Commissioner (C), Madras (Xerox copy).  
 Ex. M-12|15-3-90—Conciliation failure report (Xerox copy).  
 Ex. M-13|9-10-90—Reference in I. D. 81|90 (Xerox copy).

नई दिल्ली, 7 अगस्त, 1996

का.प्र. 2555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक आफ इण्डिया के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अन्वेषों के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था।

[संख्या एन-12012/238/92/आई.आर. (बी.-2)]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal ALLEPPEY as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 6-8-96.

[No. L-12012/238/92-IR(BII)]

P. J. MICHAEL, Desk Officer

## ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, ALAPPUZHA

(Dated this the 19th day of July, 1996)

PRESENT

SHRI K. KANAKACHANDRAN

Industrial Tribunal.

I.D. No. 22|94.

BETWEEN

The Regional Manager, Central Bank of India, Regional Office, Rajadham Building, P.B. No. 5991, Fort, Thiruvananthapuram-695 023.

AND

The workman of the above concern Shri E. M. Baby, C/o. H. B. Shenoy, General Secretary, Cochin Labour Union, 'Vitsal', Krishnaswamy Road, Kochi-682 035.

M/s. Sidharth & Prakash. For Management.

M/s. Sidharth & Prakash.

Advocates

Valanjambalam.

39|1387, Chittur Road,

Ernakulam,

Kochi-682 016.

M/s. H. B. Shenoy, Associates, For Workman.

Advocates, 'VATSAL'.

Krishnaswamy Road,

Ernakulam. Kochi-682 035.

## AWARD

1. This dispute was initially referred to the Industrial Tribunal, Kollam by the Government of India through its Order No. L-12012/238/92-IR (B-II) dated 2-12-1992. Subsequently it was transferred to this Tribunal. The issue referred for adjudication reads as follows:—

"Whether the action of the management of Central Bank of India in denying employment to Sri E.M. Baby beyond 13-10-1989 is legal and justified? If not, to what relief the workman is entitled?"

2. In the claim statement filed by the workman it is contended that he was employed in the management Bank as a Peon in their Poonjar branch on 9-6-1979. His appointment was on temporary basis in the place of a permanent workman. While appointing him, no letter of appointment was issued by the management. As a temporary Peon, he was doing all the duties of a permanent Peon. However he was not given the status and privileges of a permanent workman. The request made by him to regularise his service was also not considered by the management. While he was rendering temporary service, his services were terminated by the management Bank on 2-10-1991. Accordingly to him the retrenchment in his case was without complying with any of the conditions in Sec. 25F of the I.D. Act. Moreover the action of the management was in violation of Sec. 25G of the I. D. Act also. While terminating his services, several juniors to him were allowed to continue in service. After sometime, new hands were also

appointed on regular basis without affording a chance to the workman to enter in the selection process. Therefore the action of the management was in violation of Section 25-H of the I. D. Act also. At the time of his retrenchment the management had not complied with the procedural formalities contemplated in the Sastry Award regarding the retrenchment of temporary workman. It is the usual practice of the management to appoint temporary employees against the permanent vacancies and that was with a view to deny them the rights and privileges of permanent workmen. Such temporary workmen were not allowed to sign the attendance register. No service records of such workmen were also maintained. After his termination the management had conducted a written test for the absorption of temporary workmen in permanent cadre on 4-3-1992. At that time he was not given any opportunity to appear for the test and interview. Without considering his long period of service, others who had lesser temporary service to their credit were given appointment in the permanent service. It is further stated that some of the circulars issued by the management were only to defeat the better claims of the workmen who had rendered service for a substantial number of years. Therefore the plea of the workman is for a direction to the management to reinstate him in service with benefit of full back wages and continuity of service.

3. The management in their written statement has disputed many of the contentions raised in the claim statement. According to them the service conditions of the temporary workmen are not at all governed by All India Awards and Bipartite settlement. The workmen's services were utilised in the Poonjar branch of the management Bank purely on temporary basis at different intervals for a total period of 196 days from 1979 to October 1989. The contention that he was appointed in the regular vacancy to do the regular work is also baseless according to the management. Since he was doing only temporary work, he was not entitled for the privileges and benefits due to a permanent workman. The allegation that the retrenchment in this case was in violation of the Industrial Disputes Act is also wrong. Since there was no retrenchment in his case, none of the provisions contained in the Industrial Disputes Act or the terms contained in the Sastry Award are applicable in his case. The allegation that only the persons who were in the liking of the management were called for interview is also incorrect. In fact the management had considered the services of the persons who were engaged on casual basis during the period from 1-1-1982 to 24-12-1990. That was by strictly observing the formalities contemplated in the Central Office Circular dated 12-3-1991. As per that Circular, claims of those temporary sub staff who had 240 days of service for any continuous period of 12 months from 1-1-1982 to 31-12-1990 have to be considered for their absorption. In the same circular it was provided that those who had worked for 180 days during the period from 1-1-1987 to 24-12-1990 and whose names were registered in the Employment Exchange and not sponsored were also to be considered for absorption. In the case of those Employment Exchange hands whose names were sponsored for appointment and who had ren-

dered a minimum service of 60 days were also considered for absorption. Since the workman in this dispute would not come in any of the categories mentioned above, it was not possible to consider him for regular appointment.

4. Both sides adduced evidence. The workman while deposing before this Court has stated that he had rendered service in the Poonjar Branch of the Management Bank from 9-6-1979 to 2-12-1991. During that period he had rendered a total service of 1721 days. On more number of spells of 12 months, he rendered more than 240 days of service. In the year 1980, the total service rendered was for 243 days. During 1981-82 the total service rendered was 251 days. But the total number of days of service he rendered was 249 days during 1984-85, according to him.

5. Ext. W-1 is a copy of the statement filed by him before the Conciliation Officer after the raising of this dispute. Ext. W-1 will show the number of days he had worked for different years. Ext. W-3 series are some of the authorisation letters by which he was authorised to handle cash amounting more than Rs. 1,00,000/-. With that piece of evidence, the workman's attempt is to establish that he was doing practically the job of a regular peon.

6. WW-2 is the Secretary of the union which raised this dispute. According to him whenever temporary appointment is made, as per the Sastry Award order of appointment should have been given in terms of Clause 495 (of the Sastry Award). That particular clause is very specific that, even in the temporary order of appointment, the category in which one is appointed and the details of wages to be drawn by him are to be stated. Another clause 493 stipulates that the management Bank should keep a register showing all the particulars of temporary appointment. The Clause 516 insists for the maintaining service records in respect of temporary employees. Regarding the termination of temporary employees also certain guidelines are contained in the Sastry Award. According to WW-2, none of the conditions specified in the Sastry Award were complied with by the management Bank and that was happened not only in the case of workman herein but also in the case of similarly placed temporary workmen. It is also deposed by WW-2 that there is a general practice in the management Bank not to allow a particular workman to do temporary service beyond 60 days. After keeping records like that, the same person will be engaged for further period also but the payment will be effected in different names. Because of such practice it is impossible to produce any records showing continuity of service in the case of temporary workmen.

7. MW-1 is the Branch Manager of the Poonjar branch of the Management Bank. According to him also, there was a Circular from the management Bank to the effect that none of the temporary employees would be allowed to continue for more than 60 days at one stretch. It is also stated by MW-1 that payments are given to temporary workmen engaged on casual basis through vouchers. However he has admitted that in the Poonjar branch the register showing the engagement of temporary workmen

began to be maintained only from the year 1987. He has further stated that temporary sub-staff are given wages in the daily wage account.

8. The management had produced Ext. M-1 series vouchers showing payments to the workman in this dispute. But to have some kind of corroboration, there is no register showing payments made prior to the year 1987. The workman's specific case is that he had rendered more than 240 days of service during the period of 12 months in the year 1980, 1981-82, and 1984-85. Although some of the vouchers for the above said periods are produced by the management, in the absence of any register showing all the payments through vouchers in respect of the period prior to 1987, the only conclusion possible is that there was every possibility of employment of workman as claimed by him for more than 240 days during the period of twelve months from the year 1980. In Ext. W-1, the details of service rendered by the workman had been stated in detail. Since the management bank is the custodian of all records, any kind of better proof on the side of workman is practically impossible. Therefore the contention of the workman that he had rendered so much number of days of work in a particular period cannot be discarded. In this context it is relevant to go through some of the circulars issued by the management bank in connection with the absorption of temporary employees in the regular service.

9. Although the management is characterising the service rendered by the workman as of very casual in nature, even according to their own document, he was a temporary workman. That is borne out from Ext. W4 series letters which were written by the Managers of the Bank in which the workman was working. From Ext. W4 series correspondences it can be seen that the status of the workman is shown as "temporary peon". The method of appointment in the case of temporary employees is well explained in the Sastri Award, the terms of which are still followed by various Banks in India. In the matter of appointment of temporary employees or probationer or a permanent member of the staff, the Bank should give him a written order specifying the kind of appointment and the pay and allowance to which he would be entitled. Such written orders shall be given in the case of a part-time employee also.

10. In the first bipartite settlement of the year 1986, in supersession of the definition of temporary workman contained in the Desai Award (23.15), a new definition was incorporated. Clause 20.7 of that settlement concerning "temporary employee" is as follows:—

"Temporary employee" will mean a workman who has been appointed for a limited period of work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman."

11. The revised definition contained in the bipartite settlement is slightly different from the definition given regarding "temporary workman" both in the Sastri Award and Desai Award. Thus a temporary workman who is appointed in the absence of a permanent workman will also come under the definition of temporary workman. Although the management characterised the service rendered by the workman as purely casual in nature, the documentary evidence adduced (Series Ext. W3 documents) would show that he was designated as a temporary workman. If he was a temporary workman, in terms of Sastri Award, while terminating his services 14 days notice should have been given. If we have a further look at Sastri Award, it can be seen that certain safeguards are given to the temporary employees in the matter of their appointment and also in the matter of termination of their service. Nothing of that sort had been complied with by the management. Hence the termination itself was null and void after admitting through Ext. W3 (series) that the workman was a temporary employee.

12. The rights and entitlement for regularisation in respect of temporary employees are now codified by the management through various circulars. Latest of the circular issued by them is Ext. M4. In that certain modifications were made to the earlier circular of the date 12-3-1991. Ext. M4 circular was based on settlement dated 6-4-1993 with the Employees' Federation. Para 3 of Ext. M4 Circular made as follows:—

"3.1 Temporary Employees who have worked for 90 days or more from 1-1-1982 to 24-12-90. Temporary employees whose names were registered with Employment Exchange but not forwarded or sponsored and have worked for 90 days or more after the cut-off date i.e. 1st January 1982 to the date of agreement i.e. 24th December 1990 will be called to appear in the next immediate sub-staff recruitment test as and when held. This modifies para 4 of Circular No. : 622 dated 12-3-1991.

3.2 Temporary employees who have worked for 90 days or more from 1-1-1982 to 31-12-86 and 60 days from 1-1-1987 to 24-12-1990. Temporary employees whose name have been sponsored/forwarded by Employment Exchange and have worked for 90 days or more during 1-1-1982 to 31-12-1986 and 60 days from 1-1-1987 to 24-12-1990 in any one year will also be called for the next immediate sub-staff recruitment test.

This modifies para 5 of Circular No. : 622 dated 12-3-1991".

13. From a reading of the above Circular, it can be seen that a temporary employee whose name was registered with the Employment Exchange but not forwarded or sponsored will be entitled for recruitment as "sub-staff", if he had worked for 90 days at any time in between 1-1-1982 and 24-12-1990. There is no case for the management that the workman's name was not at all registered with the Employment Exchange for the purpose of temporary appointment in the

Bank's service. In that respect it can only be concluded that the workman would come within the eligibility category.

14. In Ext. W1 letter, the workman has given the details of the number of days he had worked from the year 1980 onwards. In most of the years, he worked for more than 240 days during a period of 12 months. That clear assertion by the workman could not be repudiated by the management. The only documentary evidence the management is having with them is based on some of the vouchers regarding payment to the workman covering a period from 1979 to 1990. Those vouchers were in the custody of the management and with those it cannot be concluded that those were the only vouchers concerning the workman. If there was supporting material like Ext. M2 register in respect of the period prior to that year 1987 also, of course, there would have been some kind of justification on the stand of the management. Therefore the plea raised by the workman appears to be more acceptable. If the details furnished by the workman are acceptable, no doubt, he would come within the eligible category contemplated in Ext. M3 Circular of the management Bank dated 12-3-1991. That Circular says that those temporary employees who had rendered 240 days of temporary service in any continuous period of 12 months after 1-1-1982 and upto 31-12-1990 will be considered for absorption in the immediate available vacancies without any test or interview.

15. At the time of hearing, the learned counsel for the management has submitted that the workman's case cannot be considered at this distance of time for regularisation because he is over aged now. If there is such a contention supported by relevant materials, that could have been stated in the written statement filed by the management. While having a reading of paragraph 10 of the written statement filed by the management it could be seen that only against eligibility based on service particulars, the management has got dispute. No disqualification based on age bar is pointed out. Since there is no special pleading in that respect, it is quite unnecessary to consider the merit of such a contention advanced at this last stage. It appears that the workman was denied of opportunity even for appearance in an interview on certain flimsy grounds.

16. In the result an award is passed holding that while dispensing with the services of the workman there was violation of Sec. 25F of the I.D. Act. Hence he is entitled for reinstatement in service with the benefit of backwages. In view of the fact that the workman will come under the eligibility clause contemplated both in Ext. M3 and Ext. M4 circulars, the Management should take appropriate steps for the absorption of him in regular service.

(Dated this the 19th day of July, 1996).

K. KANAKACHANDRAN, Industrial Tribunal  
APPENDIX

(I.D. NO : 22/94)

Witness examined on the side of the Management :—

MW1 : S. P. Gopinatha Panicker.

Witness examined on the side of the Workman:—

WW1 : Baby

WW2 : D. John.

Exhibits marked on the side of the Management:—

M1 (series) Daily Wage Vouchers from 11-6-1979 to 28-12-1991.

M2 (series) Photocopy of the Daily Wage Register from 12-9-1987 to 12/91.

M3 : Photocopy of Circular No. Co-90-91 622 dated 12-3-1991 of Central Bank of India, Central Office, Bombay.

M4 : Photocopy of Circular No. : Co-93-94-234 dated 20-9-1993 of Central Bank of India, Central Office.

Exhibits marked on the side of the Workman:—

W1 : Letter dated 30-3-1992 of E. M. Baby addressed to the Assistant Labour Commissioner (Central), Thiruvananthapuram.

W2 : Failure of Conciliation Report Dated 27-5-1992 of Asst. Labour Commissioner (C), Trivandrum sent to the Ministry of Labour, Delhi.

W3 (series) Authorisation letters dated 23-11-87 and 29-2-1988 of Central Bank of India Poonjar.

W4 (series) Acknowledgement Cards for cash remittances.

नई दिल्ली, 7 अगस्त, 1996

का.आ. 2556.—आद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबन्धन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित आद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण, 2 मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था।

[संख्या एल-12012/255/92-आई.आर.बी-2]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2556.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 6-8-96.

[No. L-12012/255/92-IR(B-II)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT LABOUR  
TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. CGIT-2/62 of 1992

Employers in relation to the management of Bank of India.



**AND**  
**Their workmen**

**APPEARANCES :**

For the Employer.—Shri L. L. D'Souza Representative.

For the Workmen.—No appearance.

Mumbai, dated 23rd July, 1996

**AWARD-PART-II**

On 23-3-96 by Part-I award I came to the conclusion that the enquiry which was held against the workmen was proper and rules of natural justice were followed. I also gave the finding that the findings of the inquiry officer are not perverse.

2. The facts giving rise to the above said findings can be narrated as follows :—

Maruti Y. Bandal the worker who was a clerk at Sachapur street (savings branch) w.e.f. 25-3-85 was charge-sheeted for engaging in any trade or business outside the scope of the duties except with written permission of the bank and doing an Act prejudicial to the interest of the bank for appropriating fraud on the bank to the tune of Rs. 81,427. A departmental inquiry was conducted against him wherein he admitted the charges unconditionally. The inquiry officer submitted his report on the basis of the admission of the workman and the documents produced by the bank holding the workman guilty of the charges levelled against him. Thereafter a show cause notice was issued to him why he should not be dismissed from service and ultimately after hearing the worker he was dismissed from service.

3. Now the issues that call for my consideration and my findings there on are as follows :—

**Issues****Findings**

3. Now the issues that fall for my consideration and my India, Sachapur street, Saving Branch, Pune in dismissing Shri M. Y. Bandal, Accounts Clerk from service, is justified ?

Yes.

4. If not, to what relief is the workman entitled to ?

Does not survive.

5. What Award ?

As per final order.

**REASONS**

4. The charge-sheet which is issued to the workman is at Exhibit-5/5. It speaks that the worker had appropriated the fraud on the bank to the tune of Rs. 86,427 by generating bogus payments and withdrawing the same fraudulently from the accounts of (I) Shri Yesu Usha Bandal who was the workman's father and (II) from the pension account and savings bank account of Shri Pyarelal Dhakoliya. The withdrawal from Yesu Usha Bandal's account were to the tune of Rs. 13,700 and that of Shri Dhakoliya's account was Rs. 67,727.

5. When the matter was fixed for hearing for these issues initially the workman remained absent. He filed the documents alongwith Exhibit-18. The production was allowed. After perusal of those documents it can be seen that it has no relevancy so far as the present issues are concerned. At the most it can be said that they might be relevant so far as the earlier issues are concerned which I have decided by passing Part-I award.

6. The worker after the production of those documents remained absent. Ultimately his advocate filed a purshis Exhibit-20 that he is not instructed by the worker. Thereafter the management filed additional argument in respect of the documents which are produced on the record. Thereafter also I adjourned the matter suo-motio for attendance of the worker but he remained absent. I do not find any justification in adjourning the matter now.

7. From the above said discussion it can be seen that the charges which were proved against the worker are of a serious nature. The bank is a financial institution and the custodian of the money of the customers. The confidence of the customers is the basis on which the entire edifice of the banking system is built. The money which the banks

handles and manages belong to the third parties who are its clients and who patronise the bank in good faith trusting the banks creditability. It is therefore, submitted on behalf of the management that the misconduct which is proved against the workman deserves nothing less than the ultimate penalty of dismissal from service. To substantiate this argument the management placed reliance on Additional District Magistrate Vs. Prabhakar Chatruvedi 1996 (72) FLR 420. The Municipal Committee Bahadurgarh Vs. Krishna Bihari & Ors. 1996 I CLR 667. Ashok Kr. Jhanaji v. Nagpur District Central Co-operative Bank 1994 (68) FLR 234 and Bank of India Vs. D. Padmanabahu 1994 (69) FLR 326. In all these authorities it is observed that when there is a misappropriation, when there is a loss of confidence, in that case the punishment of dismissal is proper. Relying on the ratio in these authorities I find that the action of the management in dismissing the worker is just, legal and proper. In the result I record my findings on the issues accordingly and pass the following order :—

**ORDER**

The action of the management of Bank of India, Sachapur Street (savings Bank) Pune in dismissing Shri M. Y. Bandal Accounts clerk from service is justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 7 अगस्त, 1996

का.अ. 2557.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अलहाबाद बैंक के प्रबन्धन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचयत को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था।

[संख्या एल-12012/21/89-डी II ए/आईआर(बी.2)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2557.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 6-8-96.

[No. L-12012/21/89-D-II-A/IR (B-II)]

P. J. MICHAEL, Desk Officer

**ANNEXURE**

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 48/89

In the matter of dispute between:

Shri Mohan Singh,  
C/o General Secretary, Allahabad BV Banks Employees Union  
C/o Allahabad Bank, 17, Parliament Street,  
New Delhi-110001.

Versus

Allahabad Bank.

Regional Manager, Allahabad Bank,  
Arva Samaj Road, Karol Bagh,  
New Delhi-110005.

**APPEARANCES :**

Shri Suresh Chand Sharma alongwith the workman.

Shri M. K. Verma —for the Management.



## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/21/89-D.2(A) dated 10th May, 1989 has referred the following industrial dispute to this Tribunal for adjudication :-

"Whether the action of the management of Allahabad Bank in dismissing from service Smt. Mohan Singh is justified. If not, to what relief is the workman entitled".

2. The workman was appointed as a typist by the Management bank on 30-12-78 and he sought his cadre changed from typist to clerk from 26-3-82. On 24-7-85 he was transferred to Dhansa branch from Chandni Chowk. He got agitated and unpleasant situation arose and the workman was charge sheeted as under :-

"You are hereby charged as under :

"That consequent upon the service of the transfer order on you Chandni Chowk, Delhi Branch letter dated 24th July, 1985 in the afternoon of 24th July, 1985 for our Dhansa Branch you became violent and shouted at the Manager and an Officer, Shri S. K. Chaudhan :

To the Officer you said :

(The abuses hurled, are so filthy that for decency sake the same are not reproduced herein :.

and to the Manager you said :

"MAINE BHI DELHI ME REHNA HAI AUR TUMHE BHI DELHI ME REHNA HAI. TUMHARE MAMLE ME KHAMKHA PANGA LE LIYA HAI."

Further on the 25th July, 1985, you instigated some of the other members of staff of the Branch and created commotion in the Bank's Hall for some time. When the Manager objected to it, you led some of the members of the staff and gate-crashed the Manager's Chamber around 11.30 AM and shouted

"MARO SALE KO, MARO MANAGER KO,

YEHI SAB KARWA RAHA HAI."

You picked up the telephone instrument, with obvious intention to hit him. When this attempt was foiled, you caught hold of the Manager by his hair and hit him on his right temple with your fist blow causing injuries. With the impact of your blow his spectacles were also broken.

Your aforesaid acts tantamount to gross misconduct under Clause 19.5(c) and 19.5(j) of the first Bipartite Settlement 1966.

You are hereby called upon to submit your written explanation within 3 days from the date of receipt of this charge sheet as to why disciplinary action should not be taken against you. In case no reply is received from you within the stipulated period, it will be presumed that you have no explanation to prefer and in that case further action, as appropriate, will be taken.

As your presence in the branch is prejudicial to the Bank's interest you are suspended from the Bank's service with immediate effect.

During your period of suspension you will be paid such subsistence allowance as is admissible under the terms and conditions of Bipartite Settlement'

The workman denied the charges and the departmental enquiry was ordered to be heard.

3. On receipt of the report of the Enquiry Officer the workman was ordered to be dismissed from service without notice under clause 19.6(a) of the first Bipartite Settlement dated 19-10-66.

4. The workman in his statement of claim alleged violation of the natural justice in the departmental enquiry and non-affording of proper opportunity for defence. It was also alleged that the enquiry was merely an eye wash just to meet the requirements and full opportunity to cross-examine the witness produced by the management was not given to him.

5. The Management denied the allegations made in the statement of claim and alleged that the enquiry was fair and proper.

6. Both the parties filed documents and the management examined the enquiry officer as MW1 while the workman himself appeared as WW1.

7. I have heard the parties and have gone through the record.

8. The following issues were framed by my predecessor :

(1) Whether the domestic enquiry held against the workman was fair and proper ?

(2) As in terms of reference.

9. The Management representative has averred that full opportunity was given to the workman to cross-examine the witnesses. The enquiry officer allowed Mr. P. L. Syal as defence representative of the workman. The witnesses of the management were examined in the presence of the defence representative with full opportunity to cross-examine them. The defence representative, however, did not cross-examine MW1 and MW2 of his own.

10. The defence was allowed as many as 14 sittings for producing its defence and four witnesses were examined. The enquiry officer sent registered letter to M. P. Singh requesting him to attend the enquiry proceedings. On 3-6-86 on which date the sitting could not be held and the workman was informed to come on 20-6-86 alongwith the witnesses on which date neither the defence representative nor the employee attended the proceedings. On 20-6-86 the enquiry was closed. However, on 27-6-86 the workman requested for another date for evidence. The enquiry officer acceded to the request of the workman and fixed another date i.e. 2-7-86 for recording of the remaining defence witnesses. On 2-7-86 defence representative did not turn up but the workman attended the proceedings and his defence representative was stated to have gone to Haridwar and another adjournment was sought by the workman. The sitting was again adjourned to 11-7-86. Again on 11-7-86 the witness namely M. P. Singh was not produced after hearing the parties the presiding officer closed the enquiry on that date. The representative for the Management has thus urged that principle of natural justice were followed by the enquiry officer. Full opportunity for defence was given and no point could be referred by the defence representative about any illegality in the enquiry. The enquiry according to him was fair and proper. The representative for the workman has urged that the enquiry was not fair because it was conducted in haste and full opportunity was not afforded to the workman to cross-examine the witnesses.

11. After having gone through the points urged before the both representatives for the parties I am of the definite opinion that there is nothing on record to suggest any illegality or impropriety in the conduct of the enquiry by the enquiry officer. Sufficient opportunity was given to the workman and in spite of so many opportunities having been granted to him to produce the defence he failed to produce M. P. Singh a witness for whom he had been seeking adjournments. Under these circumstances it cannot be said that reasonable and fair opportunity was not given to the workman. Domestic enquiry was conducted fairly and properly and in accordance with the principles of natural justice.

12. The preliminary issue is decided accordingly

13. Now I deal with the next issue. The workman has alleged that he has been victimised by way of his dismissal from service of the Bank due to biasness. I have gone through the established facts on record and do not find any force in the above allegations of the workman concerned. I have carefully examined all the facts and circumstances of the case. I have viewed the action of the management in the context of the entire back ground in which the action was taken, the circumstances preceding it, attending on it and those that follow it. Having addressed myself to the question whether on the material on which the management has reached the conclusion adverse to the workman a reasonable person could have reached such a conclusion, I am convinced that the conclusion arrived at by the management is quite just in the given circumstances. The question whether an act of misconduct is sufficient to justify dismissal is not dependent upon the proof, but the test is the nature of misconduct justifying dismissal.

14. The matter needs to be examined in the light of all the surrounding circumstances and rebellious behaviour of the workman. There cannot be any doubt that hurling filthy abuses and assault on the managerial personnel cannot be condoned or compromised with. Discipline in an industrial establishment has to be preserved at all costs, almost like the apple of the eye violence directed against the managerial personnel, would be a swan song of peace. No worker can embrace violence as a motto of grievance redressal. Rule of law cannot tolerate a workman hurling filthy abuses and physical attack on the managerial personnel. I cannot develop cold feet in the present case when the very structure, the morale and discipline of the industrial establishment in public sector, are imperilled. Therefore, I have no hesitation in holding that the seriousness and gravity of the misconduct proved against the workman, attract serious and grave punishment. If the management thought that dismissal was the proper punishment that cannot be characterised as viciously unreasonable justifying interference.

16. The Hon'ble Supreme Court in *State Bank of India and others Vs. Samarendra Kishore* and another reported in 1994 Supreme Court cases (L&S) at page 687 has held that the Tribunal cannot interfere with the arrangement imposed after holding fair and proper enquiry. In view of the above said circumstances I am of the opinion that the action of the Management in dismissing the workman was fully justified and he was not entitled to any relief whatsoever.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 9 अगस्त, 1996

का.प्रा. 2558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[सं. एन-41011/8/89-आई आर.बी.आई.]  
पं. जे. माईकल, डेस्क अधिकारी

New Delhi, the 9th August, 1996

S.O. 2558.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Rly. and their workmen, which was received by the Central Government on 5-8-96.

[No. L-41011/8/86-IRBI]

P. J. MICHAEL, Desk Officer  
ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 58 of 1988

In the matter of Dispute :

BETWEEN

Secretary,  
Indian National Trade Union Congress (U.P.),

20236, Namnair,  
Agra.

AND

Divisional Railway Manager (P).  
Central Railway,  
Jhansi.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-41011/8/86-D-2(B), dated 9-5-88, has referred the following dispute for adjudication to this Tribunal—

Whether the demand of 29 workmen of Loco Shed Agra, whose services were terminated on 1-1-86 and who were provided alternative employment at Jhansi on 30/31st January, 1986, for treatment of their services as continuous is justified? If not, to what relief they are entitled to?

2. It is not necessary to give details of the case as on 15-7-96 representative of the concerned workmen made a statement that he not press the case. Hence the reference answered against the concerned workmen for want of prosecution and concerned workmen are not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अगस्त, 1996

का.प्रा. 2559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[सं. एन-41011/15/89-आई आर.बी.आई.]  
पं. जे. माईकल, डेस्क अधिकारी

New Delhi, the 9th August, 1996

S.O. 2559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Rly. and their workmen, which was received by the Central Government on 5-8-96.

[No. L-41011/15/89-IRBI]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 47 of 1990

In the matter of Dispute

BETWEEN

President,  
Rashtriya Chaturth Shreni Rail Mazdoor Congress  
(INTUC),  
2/236, Namnair,  
Agra.

AND

Senior D.C.M.S.,  
Central Railway,  
Jhansi

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-41011/15/89-D-2(B), dated 15-1-90, has referred the following dispute for adjudication to this Tribunal—

Whether the demand of Rashtriya Chaturth Shreni Rail Mazdoor Congress (INTUC) to allow seniority with all benefits to Sh. Rajendra Singh, M.R.C.L. & reinstatement a Sh. Devendra Kumar Agarwal, DRCL (Parcel Porter) w.e.f. 30-7-87 with full back wages & seniority is justified? If not, to what relief the workmen concerned are entitled?

2. It is not necessary to give details of the case as on 15-7-96 representative of the concerned workmen made a statement that he not press the case. Hence the reference answered against the concerned workmen for want of prosecution and proof and concerned workmen are not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अगस्त, 1996

का.आ. 2560. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट का प्रकाशन करती है, जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था।

[सं. एन-41011/53/89-आईआरबीआई]

पी०जे० साईकल, डैस्क अधिकारी

New Delhi, the 9th August, 1996

S.O. 2560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal,

Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Rly and their workman, which was received by the Central Government on the 5-8-96.

[No. L-41011/53/89-IRBI]

P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 72 of 1990

In the matter of Dispute :

BETWEEN

President,  
Rashtriya Chaturth Shreni Rail Mazdoor Congress  
(I.N.T.U.C.),  
2/236, Namnair,  
Agra.

AND

Divisional Railway Manager (P),  
Central Railway,  
Jhansi.

## AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-41011/53/89-D-2(B), dated 28-2-90, has referred the following dispute for adjudication to this Tribunal—

Whether D.R.M. (P), Central Railway, Jhansi was justified in terminating the services of Shrimati Shanti Devi W/o Ram Rai Tiwari, Smt. Man Kumari, W/o Late Ram Lal, Smt. Sukko D/o Kallan and Smt. Gomti Bai W/o Halla w.e.f. 28-7-88? If not, what relief those women were entitled to?

2. It is not necessary to give details of the case as on 15-7-96 representative of the concerned workmen made a statement that she not press the case. Hence the reference answered against the concerned workmen for want of prosecution and proof and concerned workmen are not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 अगस्त, 1996

का.आ. 2561. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीबीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 1 के पंचपट

को प्रकाशित करणी है, जो केन्द्रीय सरकार को 1-8-96 को प्राप्त हुआ था।

[संख्या ल-20012/10/90-आई आर (सी-1)]  
ब्रज मोहन, डेस्क ऑफिसर

New Delhi, the 6th August, 1996

S.O. 2561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad No. I as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C. Ltd. and their workmen, which was received by the Central Government on 1-8-96.

[No. L-20012/10/90-IR(C-1)]  
BRAJ MOHAN, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD.

In the matter of a reference under Section 10(1) (d)(2-A3 of the Industrial Disputes Act, 1947

Reference No. 197 of 1990

#### PARTIES :

Employers in relation to the management of Pootkee Colliery of M/s. Bharat Coking Coal Ltd.

AND

Their Workmen.

PRESENT : Shri Tarkeshwar Prasad.

Presiding Officer

#### APPEARANCES :

For the Employers : Shri S. N. Sinha, Advocate.

For the Workmen : Shri S. S. Bhattacharjee, Authorised Representative.

STATE : Bihar. INDUSTRY : Coal

Dated : the 25th July, 1996

#### AWARD

By Order No. L-20012(10)/90-I.R.(Coal-I) dated, the 27th August, 1990 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of Rashtriya Colliery Mazdoor Sangh (INTUC) for retirement of Shri S. K. Chatterjee, Foreman In-Charge, Pootkee Colliery of M/s. Bharat Coking Coal Ltd., at the age of 60 years and payment of wages for the period he was retired illegally justified? If not, to what relief the workman is entitled to?”

2. The case of the workman, as per written statement filed by him, is that he entered into the service at Sitanala Colliery as an Electrician and got Electrical Supervisor certificate of competency in the year

1954, and after getting this certificate, he was working as Electrical Supervisor in the same colliery and remained a workman. His further case is that after nationalisation of coal mines in the year 1971 he continued to work as Electrical Supervisor in the category of a workman in terms of the Industrial Disputes Act and was governed by Central Wage Board for the coal mining industry. He was redesignated as Foreman Incharge and was placed Grade ‘A’ of the pay scale of the Central Wage Board.

3. It is said that in January 1972 the workman was transferred to Pootkee Colliery of the management and was working as Foreman Incharge under Central Wage Board and superannuation age being 60 years he was due to retire in completion of 60 years of age in the year 1989 as per date of birth being recorded in the year 1929. It is also said that he reached maximum of the grade of Foreman Incharge as the management proposed to change his designation as Asstt. Engineer (E&M) and granted him E-1 scale vide letter No. BCCL/PALV/Pro/As Forman-Inch. (E&M)/80/19963 dated 22-2-80. As he said that by accepting the aforesaid designation from Foreman Incharge to Asstt. Engineer the workman was not benefited at all rather he was at a loss. His principal duty remained that of Foreman Incharge and he was deprived from extra remuneration for extra work on Sundays and Holidays. There was no change in his housing accommodation and earlier he was availing rent free house but after his said promotion house rent was being deducted from his salary and the house was meant for Wage Board employees and not for Executives. The greatest loss was early superannuation of the workman at the age of 58 years whereas under Wage Board employee superannuation was at the age of 60 years. It is also said that as the Wage Board employees he was getting free fuel and power supply whereas after the said promotion he was to pay for the same. It is said that after considering all these management's points he complained to the concerned authorities verbally but he was assured that he would be given two years extension at the time of superannuation at 58 years of age. It is also said that the workman being a Central Wage Board Cadre employee he ought to have retired at the age of 60 years but by giving aforesaid promotion the management fraudulently fashioned his retirement two years earlier i.e. at the age 58 years only and so called promotion given to him was nothing but mala fide intention. It is also said that although his designation was changed but he used to perform the same duty and was never allowed facilities and functions of a managerial, administrative or executive nature and as such he was although governed by Central Wage Board and was a workman as per provisions of Industrial Disputes Act. In this view of the matter it is said that he is entitled for his retirement at the age of 60 years.

4. In view of the facts and circumstances mentioned above the demand of the sponsoring union (INTUC) for retirement of S. K. Chatterjee, Foreman Incharge, Pootkee Colliery of M/s. Bharat Coking Coal Ltd. is at the age of 60 years and payment of wages with all benefits for the period he was retired illegally and the workman is entitled for the award accordingly.

5. I find that the management of M/s. Bharat Coking Coal Limited has filed written statement-cum-rejoinder stating, inter-alia, that the workman, S. K. Chatterjee was working as Foreman Incharge (E&M) in Pootkee Colliery and he was promoted to Executive Cadre in E&M Discipline vide letter No. BCCCL/PA/V/Pro/Foreman-Inch/E&M/80-9963 dated 22-2-1980 and the workman reported for duty Asstt. Engineer in Executive (Admn.) (E&M) in E.L. at Karmik Bhawan on 25-3-80 and assumed charge of the promoted post in compliance of the above promotion order. It is also said that as per terms of appointment he assigned to perform all statutory duties of Foreman Incharge (E&M) and other additional duties and responsibilities as was assigned to him by the management from time to time. It was also mentioned therein that his service would be governed by B.C.C. Ltd. on duty Conduct and Discipline Rules and other Rules applicable to the employees of Executive Cadre of the Company and decisions and orders issued from time to time. It was also mentioned therein that an Executive of the Company shall retire in the afternoon of the first day of the month in which he attains the age of 58 years which is the age of superannuation. It is further said that the date of birth of Sri Chatterjee, Asstt. Engineer (E&M) was 11-8-1929 as per matriculation certificate and he was given notice of retirement vide letter No. Coal/E&M/Retirement/87/5539-49 dated 24/28<sup>th</sup> February, 1987 that he shall retire on superannuation from service with effect from 31-8-1987 and total salary of S. K. Chatterjee at the time of retirement was Rs. 3,783.00.

6. It is further stated that on now promoted to Executive Cadre Sri Chatterjee was allowed coalfield allowance which he was not getting as a worker, earned leave 30 days in a year with full pay and his earned leave would be accumulated upto maximum of 240 days with full pay whereas as workman his earned leave would be maximum of 70 days. He was also entitled to get sick leave without any limit and was also entitled to L.T.C. with entire family members for home-town. He was also entitled for L.T.C. in a block year of four years with entire family members whereas as a workman he used to get L.T.C. with family members subject to the maximum of four in three years. He was also entitled 12 days casual leave whereas being a workman he was entitled to 11 days casual leave.

7. It is further stated that the claim of the concerned Executive for extension of service from 58 to 60 years was in no manner justified. S.K. Chatterjee was not entitled to any relief as claimed.

8. It is further submitted that the statement of paras 1 and 2 of the written statement of the workman was matter of record and it was submitted that he was promoted to the rank of Asstt. Engineer (E&M) and he assumed charge on 25-3-80 and so he can't be workman under Sec. 2(s) of the Industrial Disputes Act, 1947. About statement of paras 3 and 4 it is said that it is matter of record and he was supervisory staff till 24-3-80 but he became an Executive Cadre on 25-3-80 when he assumed the post of executive. It is further said that Wage Board employees retire at the age of 60 years. About paras 7 and 8 it is 1996 GI/96-10.

said that he accepted the terms and conditions of the promotion, as per paras 3 and 4 of the promotion letter dated 22-2-80. About paras 7 and 8 it is stated that being promoted as Asstt. Engineer he was getting further benefits and he was also entitled for getting gratuity beyond Rs. 50,000/-. About paras 12 to 15 it is said that S. K. Chatterjee made representation for extension of service for two years to C.M.D. on 12-11-86 which was examined in the office and ultimately it was turned down and it was communicated to S. K. Chatterjee vide letter No. BCC/CS/(E&M)86/46044 dated 26-12-1986. About para 14 it is denied that he was never allowed the function of managerial administrator or Executive Cadre and he availed all the benefits of executive. About paras 15 and 16 it is said that he has been rightly retired from service at the age of 58 years being a member of Executive Cadre. About Para 17 it is denied that he was ever given assurance of extension of his service for two years on completion of 58 years of service as applicable to Wage Board employees. It is finally stated that S. K. Chatterjee was not entitled further relief as claimed in terms of reference.

9. I further find that another rejoinder has been filed by the workman on the written statement and rejoinder of the employer denying the contentions of the employer parawise. It is said that the workman was offered the job-promotion and he accepted the same but the management did not allow him to function as an Executive and when he was not an Executive the question of his being governed by the Rules governed of the Executive Cadre did not arise. Other contentions have also been denied. It is said that S. K. Chatterjee was not allowed officer bungalow on promotion and he was made to remain in the same quarter. He remained in the quarter earlier free of rent but now rent was being charged for the same quarter. Again he has to pay for supply of fuel and power after the said promotion which he was getting free earlier. About para 8 it is said to be misleading and Sri Chatterjee retired with effect from 1-9-87 (Since e.g. 31-8-87), when the limit for gratuity for Wage Board employee was raised to Rs. 75,000/- and as Wage Board employee he would have got Rs. 64,000/- whereas he got only Rs. 58,000/-. It is admitted that Sri Chatterjee completed all formalities for assuming the charge of Asstt. Engineer but the management never allowed him to function as such. About para 12 it is said that it is not correct that Executives are not given extension after 58 years.

10. It is finally said that although the designation of S. K. Chatterjee was changed on paper, he always remained Wage Board employee and benefits mentioned by the management for executives were not available to him and he was deprived of a number of benefits which he was getting earlier. It is therefore prayed that the reference be answered in favour of the workman.

11. On the basis of the plea taken by the parties the points to be decided in the reference is as to whether S. K. Chatterjee was to be considered as Wage Board employee or a member of Executive Cadre of the management and secondly, if so, whether his retirement at the age of 58 years was justified or

not and thirdly, whether Sri Chatterjee was entitled extension of service upto 60 years and payment of wages for the said period.

12. In support of his case the workman has examined himself as WW-1 and he has supported his case as given in written statement and rejoinder. He has stated that he was working as Foreman Incharge in Technical and Supervisory Grade-A from 1967 till 1980 when he reached maximum of the grade. Thereafter he was given an offer for being appointed as Assistant Electrical Engineer, marked Ext. W-1. He has also stated that D. B. Mitra was junior to him as Electrical Supervisor, but he was promoted to Asstt. Electrical Engineer in 1983 vide letter Ext. W-2 and there was no clause to indicate that Sri Mitra would be required to perform duty of Electrical Supervisor whereas there are such clauses in his promotion letter, Ext. W-1. He was also appointed competent person by the management, Ext. W-3 and he was given fresh letter of appointment after change of agent/manager of the colliery, Ext. W-4. He has stated that although he was appointed Asstt. Electrical Engineer, he did not get opportunity to work as much for a single day. He retired in August, 1987 when he was entitled to get two years extension vide Ext. W-5. Shri Saran, the then Chief Electrical Engineer of the management recommended his case for extension for two years vide Ext. W-6. He also stated that he was not allotted separate officer order and he was also not allotted specified quarter as Asstt. Engineer and was being accommodated in the same quarter which was earlier rent free and free supply of power and fuel. But since 1980 on his promotion house rent was being deducted from his salary and he had to pay for fuel and power supply before 1980. It is further stated that before 1980 he was getting quarterly bonus and payment for overtime work, but since 1980 these were stopped to him. He has further stated that the officers of M/s. B.C.C. Ltd. are entitled to get L.T.C. once in four years, but he did not get the chance. He did not grant casual leave to any workman and he did not perform any managerial work. It is also stated that he was working as Wage Board employee and he should have retired at the age of 60 years on his superannuation as Wage Board employee. But in his case no extension of two years of service was given to him. He further stated that one Nitish Chakraborty was working as Surveyor in Koyla Bhavan and he was Wage Board employee and the management granted him two years extension vide Ext. W-7 and his own claim was justified.

13. He has been cross-examined at length and has accepted that in February, 1980 he received Ext. W-1 from the management about his promotion about Asstt. Electrical Engineer. He was given his appointment letter vide Ext. W-1 and about terms and conditions given in Ext. W-1 he was verbally told by the Agent and General Manager of the Area to continue work as Electrical Supervisor and in the process he would be getting two years extension of his service. He further stated that he filled up the verification roll meant for the Executive Cadre Ext. M-2 (Paras 2 to 9). He has admitted that an employee in Executive Cadre retires from services on superannuation at 58

years, photo copy of common coal cadre marked Ext. M-3. He did not remember his scale of pay but he received his promotion letter to the post of Asstt. Electrical Engineer, Ext. M-4. He has further stated that earlier he represented his case for extension but in the year 1986. He gave formal representation in writing in November, 1986 which is Ext. M-5. He has further admitted that in December, 1986 his representation was turned down vide Ext. M-6. He has further stated that he got gratuity of Rs. 60,000 and when he retired from service the maximum gratuity admissible to Executive Cadre and at that time Wage Board employee would get maximum of Rs. 50,000. He has further admitted that he was getting salary of Rs. 3,783 with break up given therein. He has also admitted that Wage Board employee was getting one day of leave for 20 days of duty whereas the employee on Executive Cadre get 30 days in a year. He has also admitted that at the time of his retirement maximum accumulation of leave of Executive Cadre was 180 days and he did not know what was maximum accumulation of leave for the Wage Board employees. He could not say if that was 70 days only. He was getting coalfield allowance which was not available to Wage Board employee. He has further admitted that he was not getting house rent on his promotion to Executive Cadre. He has also stated that he never availed casual leave or L.T.C. He denied that he was not an employee of Wage Board employee after 1980 or that he worked in the Executive Cadre from the year 1980 till the date of his retirement. He has also denied that he has drawn all the benefits of Executive Cadre from the year 1980 till his retirement and that his claim was false. There is no other witness on behalf of the workman.

14. The management has examined three witnesses. MW-1 M. R. Haque, an employee of M/s. B.C.C.L. since 1972, and presently working as Personnel Manager, Executive Establishment Section, Koyla Bhavan. In support of the management's case he has said that Mr. Chatterjee was earlier Foreman Incharge in Technical & Supervisory Grade from where he was promoted to Executive Cadre in the scale of Rs. 750-1350 vide Ext. M-1 and he was governed by BCCCL Conduct and Disciplinary Rules and other Rules applicable to Executive Cadre. Ext. W-2 acceptance letter of Mr. Chatterjee which bears signature. Office Order to this effect was issued by the then Dy. Personnel Manager, marked Ext. W-3. A letter was written by the then Agent of Putkei colliery about salary of Mr. Chatterjee in Technical & Supervisory Grade 'A' has also been proved and marked as Ext. M-4 and Exts. M-5 to M-8 were marked on admission by the sponsoring Union. He has further stated that on completion of 58 years of age the management gave notice to Mr. Chatterjee for his retirement and notice has been proved and marked Ext. M-9. Additional pay calculation chart of Mr. Chatterjee has also been proved and marked Ext. M-10 and at the time of retirement he was getting pay of Rs. 3650. He has further said that Mr. Chatterjee was promoted to Executive Grade, and as per Wage Board Agreement the retirement age was 60 years but in the Executive Cadre the retirement is 58 years. He has also stated that that workmen of Wage Board Agreement do not get coalfield allowance which Mr. Chatterjee was getting after his promotion and he was also entitled

for casual leave for 12 days in a year whereas worker of Wage Board was entitled to 11 days in a year. A letter written by Sri N. M. Sahay, the then Personnel Manager (Administration) P.B. Area has also been proved and marked Ext. M-11. In cross-examination also he has fully supported the management's case and has stated that he has dealt with papers of Mr. Chatterjee in the Executive Establishment and as such he knows all the facts of the case. As per Ext. M-1 he has admitted that there was a clause that Mr. Chatterjee will perform all statutory duties of Foreman In-charge and other duties assigned to him and such clause is given in promotion letter of similarly situated employees. After going through Exts. W-1 and W-2, he stated that there was no such clause in these two promotion letters but Ext. W-2 was appointment letter. It is further stated that Mr. Chatterjee applied for gratuity through Ext. M-9 and only the officers of the company get coalfield allowance which Wage Board employees do not get. On a question put by the Tribunal he has stated that Mr. Chatterjee availed leave encashment of 30 days E.L. in five different years vide Ext. M-11 which facility was not available under Wage Board Agreement. He has specifically stated that Wage Board employees are not entitled for leave encashment. He could not say as to whether a workman under Wage Board had stagnated for more than 10 years than he gets promotion to the next higher grade as stagnation promotion.

15. MW-2, Abhaya Nand Pathak, has proved Ext. M-11 which was earlier exhibited and he had joined as Dy. Personnel Manager in Pootkee Bahari Area on 12-7-93 and prior to that he did not work in that Area.

16. MW-3, Sheoshankar Thakur, was working in Pootkee-Balibari Area office where he was working since before nationalisation. He dealt with leave file of Mr. Chatterjee Asstt. Engineer (since superannuated). He has proved one leave application of Mr. Chatterjee on which he has given his designation as Asstt. Engineer in the pay scale of Rs. 1190 as basic pay which has been marked Ext. M-18/1. Another leave application for Block L.T.C. was filed by Mr. Chatterjee for visiting Srinagar, marked Ext. M-18/2 and another leave application of Mr. Chatterjee in his hand is marked Ext. M-18/3 and Ext. M-18/4 which is leave encashment on the eve of retirement of Mr. Chatterjee. He has further stated that on promotion to Executive Cadre as Foreman Incharge Mr. Chatterjee started getting house rent allowance admissible to the Executive and Coalfield allowance which are not admissible to the Wage Board employees. He has further stated that for a Wage Board employee the earned leave accumulates only upto 70 days and for an Executive it accumulates upto 240 days. Similarly an Executive gets the block L.T.C. facility for going anywhere in India whereas such facility under Wage Board worker is limited upto 1900 K.M. and that also for four members of family but for Executive Cadre there is no limitation of family members. He has further proved computerised wage slip of Mr. Chatterjee for the month of February, 1987, marked Ext. M-19 where Rs. 90 was deducted as house rent and Rs. 18 on account of electricity charge whereas in the case of Wage Board employee he gets rent-free house and also for power supply. He too has been cross-examined in full details and has stated that he

was not working at Pootkee colliery but Mr. Chatterjee was working in Pootkee colliery. He knew the signature of Mr. Chatterjee as he was working as Leave Clerk and dealing with leave application of Executive Cadre containing their signature. However, exhibits proved by him were not signed by Mr. Chatterjee in his presence. He has clearly stated that in no case earned leave of Wage Board employee can't exceed 70 days. He could not say as to whether payments were made to Mr. Chatterjee for Block L.T.C. vide Ext. M-18/2 which was duly granted to him and this fact can be said by the Finance Department. He could not say that the leave encashment paid to Mr. Chatterjee were later recovered from his wage bill on the ground that these were wrongly sanctioned to him as he was Wage Board worker. He has also stated that Provident Fund Account has been mentioned in Ext. M-19 and from this Ext. and another wage slip of Mr. Chatterjee it would appear that deduction were made from his pay on account of Income Tax, House Rent and electricity charge. He could not say whether any other house was allotted to him after his promotion to Asstt. Engineer or not. He has also stated that Wage Board worker gets free coal electricity and water and after Mr. Chatterjee promoted as Asstt. Engineer deductions were made on account of house rent and other aforesaid facilities. There is no other witness in the case. I find that Exhibits M-11 to 17 are different delings except Ex. M-14 being an office order.

17. Exhibits marked on behalf of the parties have already mentioned above.

18. When arguing the case it has been submitted by the sponsoring Union that Mr. Chatterjee was a Wage Board employee and he was promoted as Asstt. Engineer which could be said only stagnation promotion and even after his promotion as Asstt. Engineer he was performing the work of Foreman Incharge and no other Executive work was performed by him at any time during the service. It is also submitted that earlier Mr. Chatterjee was getting free house accommodation and power, fuel and water supply free of cost but after promotion deduction were made from his pay bills on account of house rent, power and water supply. As Wage Board worker he ought to have retired at the age of 60 years after getting two years extension on completion of 58 years of service. But on the plea that he has been promoted to Executive Cadre as Asstt. Engineer his application for extension of service for two years filed by him in November, 1986 was turned down arbitrarily and illegally. It was also submitted that there was nominal increase in the pay of Mr. Chatterjee after so-called promotion but was stopped getting overtime payment for extra work on Sundays and holidays and he was not provided a separate office room for his work nor any bungalow meant for Executive cadre was given to him for his accommodation on his said promotion and he although was Asstt. Engineer and for that rent was being deducted from his salary after said promotion.

18. It is also pointed out that he was performing the same duty of Foreman-Incharge and there was no change of duty of Mr. Chatterjee and it is well established Rules that by simply change of designa-



tion on paper the worker could not be taken to be of an Executive Cadre when he did not perform the work of executive nature. As such facilities of workman as provided under Wage Board Agreement ought to have been given to Mr. Chatterjee and he ought to have been given extension of two years on completion of 58 years of service and his retirement on said superannuation on 58 years could not be said to be just and proper.

In support of this contention 1993 Lab. I.C. 1455 (Andhra Pradesh) between J. Philips Vs. The Labour Court, Hyderabad and another and 1995 Lab. I.C. 546 (Bombay) between Ramesh Vs. The Commissioner, Revenue Division Amaravati has been filed where it has been held by the learned Justice of the Honble Courts that "whether an employee is workman or not, test to be applied is his basic or primary duties or employee and dominant purposes of his employment to be taken into account. Mere designation as Supervisor is not decisive." Similarly it was also held in 1995 Lab. I.C. 546 that "if the complainant wanted to exercise the jurisdiction of court he had to show in the plaint that he is really covered under the provisions of Section 3(5) of the Act."

19. Perused the decisions of learned authorities. It has been submitted on behalf of the sponsoring Union that basic nature of the work of Mr. Chatterjee even after said promotion was Foreman Incharge and he was performing the same duty and this clause was mentioned even in Ext. M-1. So simply by designating Mr. Chatterjee as Asstt. Engineer after said promotion he never became member of Executive Cadre of the company nor he performed the duty of Executive nature. As such he always remained Wage Board worker and facilities available to the Wage Board employee ought to have been given to him and his extension of service upto 60 years must have been allowed to him. As such he deserves award in his favour with service upto 60 years and back wages with other benefits as per terms of reference.

20. On the other hand, it has been submitted on behalf of the management by Mr. S. N. Sinha, Advocate, appearing for M/s. B.C.C. Ltd. that from the exhibits marked on behalf of the management Ext. M-1 it is clear that Mr. Chatterjee was getting a total salary of Rs. 1409.87 paise at the time of his promotion to Executive Cadre in the scale of Rs. 750—1350 and he was guided by Common Coal Cadre (Clause 15.2) Conduct and Discipline Rules. It is also submitted that Mr. Chatterjee duly filed Proforma as Exts. M-5 to M-8 and also got notice of retirement letter dated 24/28-2-87 and he retired on 31-8-87 and at that time his salary was Rs. 3650. He has further pointed out that Mr. Chatterjee was promoted as Asstt. Engineer (E&M) in Executive Cadre on 22-2-80 and retired on 31-8-87. But for the first time he filed representation on 12-11-86 for extension of his service for two years on the plea that he had school going children and two marriageable daughters vide Ext. M-5. In the said application also he has mentioned that he performed the duty of Electrical Foreman in addition to the duties of Asstt. Engineer and he was performing the duties of both Foreman Electrical and that of Asstt. Engineer. So this is his own

admission in his representation filed to the company that he was performing the duties of Asstt. Engineer and also that of Foreman Grade 'A'. Notwith can't be said that he never performed the duties of Asstt. Engineer on executive cadre on his promotion. He has further submitted that on being promoted in the executive cadre Mr. Chatterjee drew coalfield allowance which is available only to the executive cadre and not to the Wage Board employee and he was also getting house rent allowance and there was deduction of house rent and power supply from his wage bills whereas the same is given to the Wage Board employees free of cost. It is further pointed out that from Exts. M-18 to M-18/4 as per statement of MW-3 Mr. Chatterjee got Block L.T.C. facility and also paid for going to Grinagar on L.T.C. facility which could not have been available to him as Wage Board worker. He also pointed out that on Exts. M-18 to M-18/4 he has given his designation as Asstt. Engineer and from Ext. M-19 it is also clear that deductions were made from his wage bill on account of house rent, Income Tax, electricity charge whereas no charge was deducted from Wage Board employee for these facilities. It has further been pointed out that Mr. Chatterjee availed as executive encashment for 30 days earned leave for 5 different years vide Ext. M-11, and this facility was also not available to Wage Board employee.

21. It is further pointed out on behalf of the management that at the time of retirement Mr. Chatterjee was getting total salary of Rs. 3783 which he could not have got as a Wage Board worker and he also got gratuity payment of Rs. 58,000 whereas maximum limit of gratuity to Wage Board employee was only Rs. 50,000 at the time.

22. It is further pointed out that contention of the sponsoring union that Mr. Chatterjee was not allotted separate office room for his work. It is submitted that there are 20/25 officers in a colliery and it was not possible to provide separate room for each officer rather all Managers, Asstt. Colliery Managers, Engineers sit in the same room attached to their section and they being mostly field staff and their job being mostly in the field to attend electrical fault inside the mine and on surface. About not providing bungalow as accommodation to Mr. Chatterjee on his promotion it is submitted that as per House Allotment Rules, quarters are allotted on the basis of maximum basic wage and length of service and many officers and staff in Koyala Nagar were residing in 'B' Type Quarter. According to his pay scale and for the same reasons bungalow was not given to Mr. Chatterjee on his promotion. But for that it can't be said that he was not promoted or worked in executive cadre.

23. About objection of Mr. Chatterjee of performing the duties of electrical supervisor it was submitted that on his promotion as Asstt. Engineer there were so many Foreman Incharge in Grade 'A' in the colliery who reported to him for any kind of break down or repair and it is further stated that basic nature of the job would be similar even after promotion in other service also like. Doctor, Engineer, Lecturer,



Executive Officer etc. But their responsibility and Area of administration increases. Similarly in the case of Mr. Chatterjee as being Foreman Incharge under Wage Board employee, his area of action was Incharge of section of a colliery whereas after promotion he became Incharge of whole colliery and was empowered to grant leave and allot work to his junior.

24. It is further submitted that the authorities relied upon by the sponsoring union as mentioned above is not applicable in the present case of Mr. Chatterjee as it is his own admission which is clear from a number of exhibits discussed above and from his own representation for extension of service dated 12-11-86, photo copy of which is Ext. M-5. It is admitted by Mr. Chatterjee that he was performing the duty of Asstt. Engineer and also that of Foreman Technical Grade 'A'. So there is no basis at all to say that promotion of Mr. Chatterjee was simply on paper and actually he was not performing the duty of Asstt. Engineer in executive cadre nor the facility of executive cadre was available by him.

25. After considering the evidence both oral and documentary as discussed in above paras I find merit in the plea taken by the management that S. K. Chatterjee was promoted to Executive Cadre (Asstt. Engineer) on 22-2-80 vide Ext. M-1 and he gave joining report and also signed other papers for joining his new assignment, his salary was fixed in the executive cadre on promotion and he was performing the duties of Asstt. Engineer as per his own admission besides the work of Foreman Incharge and also availed the facilities given in Executive Cadre.

26. Accordingly, there is no merit at all in the contention of the sponsoring Union that Mr. Chatterjee all along was a Foreman Incharge Grade 'A' and was performing the same duty and was being governed by Wage Board Agreement and was a worker under Wage Board Agreement. From the evidence laid before this Tribunal on behalf of the parties as discussed above it is clear that after promotion Mr. Chatterjee had duly joined the new assignment, his salary was fixed in the higher scale of pay and at the time of superannuation he was getting salary of Rs. 3783 and he also got payment of gratuity of Rs. 58,000 which he could have got only in the executive cadre. He also got coalfield allowance and house rent allowance, leave encashment benefit of 30 days in five years and Block L.T.C. facility available to executive cadre and he was being guided by Common Coal Cadre (Clause 15.2) and Conduct and Discipline Rules for executive whereas superannuation age was 58 years and not 60 years as claimed by Mr. Chatterjee.

27. In view of the above discussion I find that the action of the management in superannuating S. K. Chatterjee on completion of 58 years of age was justified and the demand of the sponsoring Union for retirement of S. K. Chatterjee at the age of 60 years and payment of wages for the said period is not at all justified.

28. Finding makes the following award—

The demand of Rashtriya Colliery Mazdoor Sangh (INTUC) for retirement of Shri S. K. Chatterjee, Foreman-In-Charge, Poot-kee Colliery of M/s. Bharat Coking Coal Ltd., at the age of 60 years and payment of wages is not justified and the concerned workman is not entitled to any relief.

Under the circumstances of the case there will be no order as to the cost.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 7 अगस्त, 1996

का.आ. 2562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध में निर्यात और उनके कर्मचारियों के बीच, अनुबंध में निर्यात औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था।

[संख्या एल-20012/139/88-आई आर (सी I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B.C.C. Ltd., and their workmen, which was received by the Central Government on 6-8-1996.

[No. L-20012/139/88-IR "CI]

BRAJ MOHAN, Desk Officer  
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)-(d) (2-A) of the Industrial Dispute Act, 1947.

Reference No. 204 of 1989.

PARTIES :

Employers in relation to the management of Block-II Open Cast Project of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri Tarkeshwar Prasad,  
Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi Advocate.  
For the Workmen : Shri S. Bose, Treasurer

State : Bihar.

Industry : Coal.

Dated, the 1st August, 1996.

## AWARD

By Order No. L-20012/139/88-I.R. (Coal-I) dated 11-12-1989 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-Section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Block-II Open Cast Project of M/s. Bharat Coking Coal Ltd. in suspending Shri Kamruddin Khan, Dumper Operator during the period 23-7-87 to 30-7-87 and is not paying him wages during the period of suspension is justified? If not, to what relief is the workman entitled to?”.

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in this Tribunal. I have gone through the terms of settlement and I find them quite fair and reasonable. I allow the prayer and pass an award in terms of the settlement. The memorandum of settlement shall form part of this award.

3. Let a copy of this award be sent to the Mines try as required under Section 15 of the Industrial Disputes Act, 1947.

TARKESHWAR PRASAD, Presiding Officer  
BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD.

Reference No. 204/89

Employers in relation to the management of Block-II Project of M/s. Bharat Coking Coal Limited.

AND

Their Workmen

Petition of Compromise

The humble petition on behalf of the parties to the above dispute most respectfully sheweth:—

(1) That, the dispute has been amicably settled between the parties on the following terms:—

## Terms of Settlement

- (a) That the workmen will be paid 6 (six) days wages out of the suspension of 7 days i.e. from 23-7-87 to 30-7-87 if not paid earlier inflicted as punishment on the concerned workman. This will be paid within a month of signing this settlement.

- (b) That, neither the concerned workmen nor any union on his behalf will raise any further dispute with regard to the matter having covered in this case.

2. That in view of the aforesaid settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the Settlement.

For the Workmen :

1. Sd./-(Illegible)
2. Sd./-(Illegible)
1. Sd./-(Illegible)
2. Sd./-(Illegible)

Witnesses:—

1. Sd./-(Illegible)
2. Sd./-(Illegible)

For the Employers :

1. Sd./-(Illegible)
2. Sd./-(Illegible)

Part of the award :

नई दिल्ली, 7 अगस्त, 1996

का.आ. 2563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी सी सी एल के प्रबंधन के संबंध में निरदिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं० I के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एल-20012/95/92-आई आर (सी-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad No. 1 as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B.C.C. Ltd. and their workmen, which was received by the Central Government on the 5-8-96.

[No. L-20012/95/92-IRCI]

BRAJ MOHAN, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of a reference under Section 10 (1)(d)(2-A) of the Industrial Disputes Act, 1947.

Reference No. 105 of 1992

**PARTIES :**

Employers in relation to the management of Ramkanali Colliery of M/s. Bharat Coking Coal Ltd.

**AND**

Their Workman

**PRESENT :**

Shri Tarkeshwar Prasad, Presiding Officer

**APPEARANCES :**

For the Employers—Shri B. Joshi, Advocate

For the Workman—Shri S. Bose, Treasurer, Rashtriya Colliery Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal

Dated, the 26th July, 1996

**AWARD**

By Order No. L-20012(95)92-I.R. (Coal-I), dated 15-9-1992 the Central Government is the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-Section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Ram Kanali Colliery of BCCL in dismissing Shri S. Kumar, Driver is justified ? If not, to what relief the workman is entitled ?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. I allow the prayer and pass on award in terms of the settlement. The memorandum of settlement shall form part of this award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

**TARKESHWAR PRASAD, Presiding Officer**  
**BEFORE**

**BEFORE THE PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, DHANBAD**

Reference No. 105/92

Employers in relation to the management of Ramkanali Colliery of M/s. Bharat Coking Coal Ltd.

**AND**

Their Workmen

**PETITION OF COMPROMISE**

The humble petition on behalf of the Parties to the above Reference most respectfully sheweth—

1. That the Central Government by Notification No. L-20012/95/92-IR (Coal-I), dated 15-9-1992 has been pleased to refer the present case for adjudication of the Hon'ble Tribunal on the issue contained in the Schedule of reference which is reproduced below—

**SCHEDULE**

“Whether the action of the management of Ramkanali Colliery of M/s. BCCL in dismissing Shri K. Kumar, Driver, is justified ? If not, to what relief the workman is entitled ?”

2. That the aforesaid case has been amicably settled between the parties on the following terms—

**TERMS OF SETTLEMENT**

- (a) That the concerned workman, Shri Surendra Kumar (described in the Schedule of reference as K. Kumar) will be taken in employment without payment of any back wages within thirty days from the date of settlement.
- (b) That the period of idleness from the date of dismissal, with effect from 9-4-1990 till he resumes his duty will be treated as dies non and he will not be entitled for any wages or benefits for the aforesaid period.
- (c) That his service will be made continuous for the purpose of payment of gratuity and the period of idleness will be counted towards his continuous service without break.
- (d) That the concerned workman will not be entitled to any other relief and neither himself nor any union will raise any dispute over the issue in future.

3. That in view of the aforesaid settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above, the Hon'ble Tribunal will be graciously pleased to hold the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Workmen

For the Employers

1. Sd./-
2. Sd./-
3. Sd./-

1. Sd./-
2. Sd./-
3. Sd./-

**WITNESSES**

1. Sd./-
2. Sd./-

Part of the Award

नई दिल्ली, 7 अगस्त, 1996

का.अ. 2564.—श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार, औद्योगिक अधिकरण, धनबाद नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था।

[संख्या एल-20012/354/90-आई आर (सी-1)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Dhanbad No. 1 as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B.C.C. Ltd. and their workmen which was received by the Central Government on the 6-8-96.

[No. L-30012/354/90-IR C-II]

BRAJ MOHAN, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) (2-A) of the Industrial Disputes Act, 1947.

Reference No. 36 of 1991

#### PARTIES :

Employers in relation to the management of Sendra Bansjora Colliery of M/s. Bharat Coking Coal Ltd.

AND

Their Workmen

#### PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer.

#### APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workers.—Shri Jai Prakash Singh, concerned workman himself.

STATE : Bihar. INDUSTRY : Coal.

Dated, the 31st July, 1996

#### AWARD

By Order No. L-20012/354/90-I.R. (Coal-I) dated 15-4-1991 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2-A) of Section 10 of the Industrial Dis-

putes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Pay Loader Workshop, Sendra Bansjora of M/s. BCCL, Dhanbad in dismissing Shri Jai Prakash Singh, Store Issue Clerk Trainee) from service w.e.f. 15-4-89 vide their letter No. GM (E.E.) : I-14/89/467 dated 15-4-89 is justified? If not, what relief the workman is entitled to?”

2. The sponsoring union filed written statement stating therein that the concerned workman, Jai Prakash Singh, is the grand son-in-law of late Surain Choudhary, Ex-Haulage Operator of Loya-bad Colliery and Surain Choudhary belonged to village Sialgudri, P. S. Putkee, Dist. Dhanbad. It is said that late Surain Choudhary had one daughter named Balika Devi who was married to Sri Swarath Singh of village Langwa, P. S. Sarath, Dist. Deoghar. It is also said that after two and half years of her marriage Balika Devi died while staying with her father late Surain Choudhary at Sialgudri village leaving behind one son, named, Jai Prakash Singh aged one year and it is also said that due to sudden death of his mother Jai Prakash became orphan and for that late Surain Choudhary started bringing up and maintaining the concerned workman as his grand son-in-law. It is also said that he was brought up and maintained by late Surain Choudhary as his adopted son till he became elder and got employment. However, it is said that the said workman was adopted son of late Surain Choudhary and all formalities were performed but no paper to that effect was prepared and the said workman got employment as Miner/Loader in place of his late grand father-in-law of late Surain Choudhary.

3. It is further stated that high education is not required for the workman of Miner/Loader while said workman got appointment on 14-2-81 showing himself as literate by reading upto Class VI although he was matriculate at that time and he simply concealed his high education upto matriculation due to fear that he might not get employment. It is also said that after few years of service he passed I.Sc. and as per internal advertisement he applied for the post as Store Issue Clerk (Trainee) and he was allowed the same and he joined as Store Issue Clerk (T) in Pay Loader Workshop at Sendra Bansjora colliery vide letter dated 4-6-1988 of the management.

4. It is also submitted that when he joined at Sendra Bansjora Colliery and after perusing his all papers and his employment paper as Miner/Loader in place of his grand father-in-law some inconsistencies were observed about his qualification, age etc. and for that the said workman was issued a chargesheet dated 12/14-11-88 where it was alleged that he adopted fraudulent means to get employment and he misconstrued facts regard-

ing his identity, parentage, qualifications etc. and he was suspended pending enquiry. It is also said that the said workman replied to the charge-sheet which was not considered satisfactory and enquiry was conducted where too reasonable opportunity was given to him to take his defence with the help of co-worker and principles of natural justice was not observed in conducting departmental enquiry. However, it is said that despite the draw paid in the said enquiry it was proved by the concerned workman that he was brought up and maintained by his late grand father-in-law from the childhood which was known to the neighbouring people and about concealing his qualification, age etc. it was submitted that this is not his deliberate acts and he be pardoned and the Enquiry Officer submitted his report mentioning therein that the charge has been proved against him and the finding of the Enquiry Officer are said to be perverse, thereby said workman was dismissed from service vide order dated 15-4-89.

5. It is further noted down that dismissal of the said workman was illegal, arbitrary and unjustified and said workman and the Union made representations to the management for setting aside dismissal order which was turned down and thereafter the union raised the industrial dispute in the matter of illegal dismissal of the concerned workman but due to unreasonable stand taken by the management the matter could not be resolved during the conciliation which failed resulting in the reference of the present dispute for adjudication. As such it is said that the action of the management of Pay Loader Workshop at Sendra Bansjora Colliery of M/s. B.C.C. Ltd. in dismissing the concerned workman is illegal, arbitrary and unjustified. In the circumstances it was prayed to give an award in favour of the workman/union holding therein the action of the management in dismissing the concerned workman, Jai Prakash Singh, Store Issue Clerk (T) from service w.e.f. 15-4-89 being illegal, arbitrary and unjustified and the said workman is legally entitled for his reinstatement in service from the date of his dismissal with full back wages and other benefits with other relief/reliefs, if any, deemed fit be passed by the Tribunal.

6. The management of Pay-Loader Workshop of Sendra Bansjora Colliery of M/s. Bharat Coking Coal Ltd. appeared and filed written statement-cum-rejoinder denying allegations made by the workman and stating inter-alia, that said workman Jai Prakash Singh is son of Sri Swarat Singh of village Lonawa, P. S. Sawarat, Dist. Deoghar but he declared himself as Jai Prakash Choudhary son of late Suren Choudhary, ex-employee of Loyabad Colliery and entered into service of the management as dependant son of late Suren Choudhary. He gave his particulars as of village Sialandri, P. S. Putki, Dist. Dhanbad and qualification as read upto Class VI only and on that he was employed as Miner/Loader. He also gave his date of birth and the same was recorded in Form 'B' register of the management.

7. It is further pointed out that the said workman gave an application for the post of Store Issue Clerk and also gave affidavit dated 1-8-84 giving particulars of his name, qualification, date of birth and certificate issued from Bhagalpur University and this fact discloses his real identity by giving his father's name, permanent home address and educational qualification upto I.Sc. He also gave his date of birth as 2-2-1961 as per certificate produced by him. He was given job of Store Issue Clerk (T) and was continuing in that post till 1988 when the management initiated enquiry against him regarding his false declaration and on comparison declaration made by the said workman at the time of his initial appointment on 5-9-83 in comparison to the declaration given in his affidavit dated 1-8-84 and came to the conclusion that the said workman committed serious misconduct as per Standing Order applicable to the establishment. Thereafter it is said that the General Manager (Excv. Equipment), Koyla Bhawan under whom the concerned workman was working issued charge-sheet to him dated 12/14-11-88 charging the concerned workman for commission of misconduct of "theft, fraud or dishonesty in connection with employers business or property" and "giving false information regarding his name, his father's name, qualification or previous service at the time of appointment." Reply was submitted by the said workman dated 17-11-88 admitting the facts alleged against him but taking the plea that he entered into employment of M/s. B.C.C. Ltd. as dependent adopted son of late Suren Choudhary, Haulage Operator, Loyabad Colliery after his death in the year 1981. He also stated that late Suren Choudhary was actually his grand father (Nana) and he adopted him from the childhood as his mother Balika Devi stayed with him.

8. Thereafter it is said that Sri S. N. Sinha, Dy CPM (IR), Koyla Bhawan as Enquiry and Sri R. K. Savena, Personnel Officer, Koyla Bhawan as management's representative relating to the charge-sheet issued to the workman by its order dated 10/12th December 1988. It is also said that the Enquiry Officer fixed the date of enquiry concerned workman and the management's representative and the enquiry was held on 7-2-89, 24-2-89, 25-2-89, 3-3-89 and 7-3-89. It is said that the enquiry was conducted in presence of the charge-sheeted workman who was gives full opportunity to cross-examine the management's witnesses and to give his own statement and to produce his defence witnesses. He was also given opportunity to defend himself properly in the said departmental enquiry.

9. It is further submitted that the Enquiry Officer submitted his enquiry report after completion of the departmental enquiry dated 5-4-89. Thereafter the General Manager (Execv. Equipment) served dismissal order dated 15-4-89 dismissing the concerned workman from his service with immediate effect, and it is said that the action of the management on dismissing said workman from his service is legal, bona fide and justified and the said workman was not entitled for any relief/reliefs as claimed.

10. It is also noted here that the contentions of the workman as given in the written statement have been denied or admitted partly as being facts and the documents para-wise and the same is not required to be noted in full details here. It is specifically stated that Paras 2, 3 and 4 of the written statement of the workman are not within the knowledge of the management and the latter does not know relationship of the concerned workman as given thereunder. Similarly Paras 5 and 6 were not within the knowledge of the management and that of paras 7 and 8 are said not fully correct. About paras 9 and 10 it is said to be matter of record and about para 11 it is said to be correct and that of para 12 it is said to be partly correct. Similarly statements in paras 13, 14 and 15 are said to be incorrect. It is also stated that the concerned workman was dismissed from his service on account of commission of misconduct alleged against him and the defence plea taken by the said workman was of no way helpful to him so far the charges levelled against him. It is also stated that the departmental enquiry was held fairly and properly in accordance with principles of natural justice and this departmental enquiry was decided as preliminary issue. It was finally stated that the action of the management in dismissing the concerned workman was legal, bona fide and in accordance with the provisions of Standing Order and the punishment imposed to the said workman is proportionate to the offence committed by him and there was no scope for showing any leniency to the said workman. It was therefore stated that an award may be passed holding the action of the management as justified.

11. I further find that another rejoinder to the written statement filed by the management was given by the said workman dated 10-1-1992 stating therein that the contentions of para 1 of the written statement do not require any comment and that of para 2 are not admitted as the same is vague. About paras 3 and 4 are said to be matter of record whereas that of para 5 it was said to be not correct and it was also stated that the said workman had not committed any misconduct and the chargesheet dated 12/14-11-88 issued to the said workman was without any basis. About paras 6 and 7 it is said that it was not known to the said workman and about paras 8 and 9 the statements may be said to be not correct and not

admitted by the said workman and about para 10 it is said that it is cause of the present industrial dispute as said workman was dismissed by the General Manager (Execv. Equipment) by his order dated 15-4-89 which was beyond his jurisdiction and void. About para 11 the statement is not admitted by the said workman. It is also said that so-called chargesheet and order of dismissal under the signature of General Manager (Execv. Equipment) are without jurisdiction and it may be deemed that no action has been taken against the concerned workman by the appropriate authority. It was finally stated that an award be passed by this Tribunal in favour of the workman as per his written statement dated 4-7-91.

12. Now, the point for consideration in this reference is—

- (a) Whether departmental enquiry conducted against the concerned workman was fair and proper;
- (b) Whether the action of the management in dismissing the said workman, Jai Prakash Singh, Store Issue Clerk (T) from service with effect from 15-4-89 is justified; and
- (c) If not, to what relief the said workman is entitled to?

13. I find that documents were produced on behalf of the management which have been marked exhibits and after going through the documents the sponsoring union, Rashtriya Colliery Mazdoor Sangh represented by Shri S. Bose conceded vide order dated 25-7-94 that the departmental enquiry was held fairly and properly and thereafter the reference was fixed for hearing on merit. Accordingly this preliminary issue was decided in affirmative that the departmental enquiry against the said workman, Jai Prakash Singh was held fairly and properly.

14. It is to be noted here that no oral evidence has been given by either side and simply documents filed by the management have been marked exhibits, Ext. M-1 being chargesheet issued to the workman whereas Ext. M-2 is reply of chargesheet filed by the said workman, Jai Prakash Choudhary. Ext. M-3 is enquiry proceeding containing all exhibits and relevant papers. Ext. M-4 is enquiry report submitted by the Enquiry Officer and Ext. M-5 is photo copy of letter of dismissal dated 15-4-89 issued to the said workman.

15. From going through Ext. M-3 I find that the said workman was given full opportunity to cross-examine the witnesses examined by the management and to produce his own defence witnesses and to give his statement and accordingly he was also allowed to examine his witnesses. In course of enquiry photo copy of Form 'B' Register was

produced which was marked Ex. M-6 where father's name of the said workman was given as Surais Choudhary and date of birth being 5-7-62 and this has been signed by Jai Prakash Choudhary the signature of workman. Ext. M-5 was death certificate of late Surais Choudhary the death being on 25-11-81 at 8.10 P.M. I further find that Ext. M-1A was information of the deceased employee where name of late Surais Choudhary was in sl. no. 7 and Jai Prakash Choudhary, workman was shown as dependant son, aged 20 years, read upto Class VI. Ext. M-8 was photo copy of appointment letter issued to the said workman, Jai Prakash Choudhary as son of late Surais Choudhary. Ext. M-7A is statement regarding employment of one dependant of an employee who died is harness and in col. 6 late Surais Choudhary, Loyabad is mentioned and the workman, Jai Prakash Choudhary, dependant son has also been noted. Similarly Ext. M-8 is the statement showing employment of one dependent son, Jai Prakash Choudhary son of Surais Choudhary. Ext. M-9 is photo copy of circular while inviting vacancy as Store Issue Clerk and other posts and Ext. M-10 is photo copy of application filed by the workman, Jai Prakash Choudhary to the Manager, Koyla Bhawan relating to discrepancy in his name as Jai Prakash Singh and Jai Prakash Choudhary. Ext. M-11 is photo copy of affidavit sworn by the workman, Jai Prakash Singh dated 1-8-84 where he has mentioned his name as Jai Prakash Singh son of Swarath Choudhary of village Langwa, P.S. Surath, Dist. Deoghar and has further stated that he has passed B.Sc. from Bhagalpur University in the year 1982 with reference to his marksheet roll No. He further disclosed that he was known as Jai Prakash Singh and was adopted by Surais Choudhary as his son in the year 1982. Ext. M-12 is photo copy of Bihar School Examination Board and mark-sheet of the workman, Jai Prakash Singh of the Examination of 1979 and Ext. M-12A is mark-sheet of the workman of I.Sc. of Bhagalpur University of the year 1982. Ext. M-13 is interview letter dated 8-12-86 and Ext. M-13A is list of candidates being interviewed as Store Issue Clerk including the name of Jai Prakash Singh in sl. no. 18. Ext. M-14A is selection chart consisting the name of workman, Jai Prakash Singh working as Loader since 1983 at Loyabad, is noted and qualification I.Sc. in the year 1982, date of birth being 2-2-61. Ext. M-16 is photo copy of salary and service particulars issued from Loyabad Colliery for the workman Jai Prakash Singh showing his father's name as late Surais Choudhary, date of appointment 24-8-83 and has been Jivinrith other details. Ext. M-16A is photo copy of salary and service particulars of workman Jai Prakash Choudhary, date of birth given 2-2-61, grade with scale, Class VI. Ext. M-17 is original matriculation certificate issued by Bihar School Examination Board of the workman Jai Prakash Singh son of suwarath Singh, examination held in the year August 1979. Ext. M-18 is photo copy of Office Order dated May 23,

1988 of workman Jai Prakash Singh where he has filed affidavit showing Jai Prakash Singh and Jai Prakash Choudhary is one and the same person. Ext. M-18B is joining report of workman Jai Prakash Singh dated 7-6-88. Ext. M-19A computerised pay slip of workman, Jai Prakash Choudhary for the month of March, 1988.

16. I further find that an affidavit sworn by the workman, Jai Prakash Singh dated 15-12-95 has been filed in original before this Tribunal where his name has been mentioned Jai Prakash Singh son of late Surain Choudhary of village Langwa, P. S. Sarath, Dist. Deoghar and further stated that he passed matriculation examination in the year 1982 from Bhagalpur University and Bhumihar Brahmin by title being Choudhary and Singh both. He was adopted son of late Surain Choudhary who adopted him in the year 1962 and due to typing mistake the year 1982 was mentioned in the year in the provisions affidavit sworn by him on 1-8-1984.

17. Written argument was also filed by him (Jai Prakash Singh) denying the allegations levelled against him by the management.

18. It has been argued by the said workman and has pointed out in his written argument that there was no question of causing any misconduct by him and he was known as Jai Prakash Singh and Jai Prakash Choudhary both and his mother died only when he was aged about one year and thereafter he was brought up by his grand father-in law (Nana) late Surain Choudhary and he was his adopted son. It was also pointed out that he was I.Sc. pass and not Class-VI pass and there was no paper to this effect with the management. It is also stated that his grand father-in-law died in the year 1981 and his adoption by the former cannot be made in the year 1982 and in respect to this discrepancy he has stated in affidavit Ext. M-11, that due to typing mistake the year 1982 was mentioned in place of 1962 for which he has sworn another affidavit dated 15-12-95. He also pointed out that his selection for the post of Store Issue Clerk (T) was made on the basis of interview conducted by the management and departmental procedure and he worked only for six months. Thereafter he was charged illegally and was dismissed from service and this action of the management was illegal and unjustified. It was also mentioned that he was matriculate at the time of joining initial service as Minor/Loader as dependent of his grand father-in-law (Nana) late Surain Choudhary as his dependent son, and at that time he gave his qualification as Class-VI pass with a consideration that he may be refused employment as Minor/Loader on the basis of his higher education as matriculate. It was further stated that an award be passed in his favour for reinstatement of service with full back wages.



19. However, it has been argued by Shri B. Joshi, Advocate, for the management that the said workman has concealed his real name, parentage, address and educational qualification from the very beginning and the same fact came into light as per his affidavit produced before the management which was marked Ext. M-11 where he has given his real name as Jai Prakash Singh son of Swarath Choudhary of village Langwa, P. S. Sarath, Dist. Deoghar. But earlier he got employment as Miner/Loader being dependent son of late Surain Choudhary of village Sialgudri, P.S. Putki, Dist. Dhanbad. He also gave his date of birth as 2-2-1961 and educational qualification being I.Sc. in the affidavit sworn by him dated 1-8-84. But earlier at the time of joining the post of Minor/Loader he has given date of birth as 5-7-62 with his signature on Form 'B' Register maintained by the management and father's name was late Surain Choudhary and got the employment as dependent son of said late Surain Choudhary. It is also pointed out that from his matriculation certificate Ext. M-17 the name of his father has been given as Swarath Singh and he passed matriculation examination in 1979 and also I.Sc. examination in the year 1982. He had joined the post of Miner/Loader on 5-9-1983 as per Form 'B' register. Naturally at that time the said workman was I.Sc. pass from Bhagalpur University and the contention given in the written statement that after few years of joining service he passed I.Sc. examination and applied for Store Issue Clerk (T) as per internal advertisement is out and out a false statement. It is further submitted that as per earlier affidavit Ext. M-11 he has stated that he was adopted son by late Surain Choudhary as adopted son in the year 1982 whereas as per Ext. M-5 Surain Choudhary died on 25-11-81 as per certificate of death issued by the Medical Officer, Central Hospital, Dhanbad, so the contention of adoption by late Surain Choudhary in the year 1982 is self-contrary and fabricated. Later his affidavit dated 15-12-95 filed in this Tribunal it is submitted that this is an after thought and a document created for the purpose of this reference and it has been sworn after 11 years when in course of hearing of this reference it transpired that the year of adoption 1982 can't be correct in view of the fact that late Surain Choudhary died in November 1981 and this affidavit is nothing but an after thought and created by this workman just to fill up lacuna in his earlier affidavit filed before the management.

20. It is also submitted that the said workman has concealed not only his name but the name of his real father and permanent address just to enter into the employment of the management as being son of late Surain Choudhary showing himself as dependent son and nowhere it was mentioned by the workman at the time that he was adopted son of late Surain Choudhary. It was also submitted that the said workman concealed parentage and educational qualification only because of the fact

that in his Matriculation certificate the name of his real father was mentioned and he had passed I.Sc. examination from Bhagalpur University in the year 1982 much prior to commencement of his employment under the management in the year 1983 vide Ext. M-6.

21. In this view of the matter it is submitted that it was serious misconduct committed by the said workman and for which he was charged and his reply was set found satisfactory and thereafter departmental enquiry was held and the said departmental enquiry has been conceded by the sponsoring Union to be fair and proper and it was held in presence of the said workman and proper opportunity being given to him for his defence witness and for his own statement and thereafter the Enquiry Officer found him guilty for the charge and accordingly he was rightly dismissed from service by the management vide letter dated 15-4-89. It was therefore submitted that the action of the management in dismissing the said workman was truly legal, bonafide and justified under the facts and circumstances as mentioned above.

22. After going through the documents filed on behalf of the parties and the points of arguments as advanced on their behalf, I find much force in the plea taken by the management that the said workman Jai Prakash Singh had committed serious misconduct by giving false information regarding his name, his father's name, qualification or previous service at the time of getting employment. I further find that the second affidavit sworn by the said workman dated 15-12-95 can't be relied upon at all and this is simply an after thought and created for the purpose of this reference. It is also abundantly clear that no where the said workman has stated or filed any document to show that he was adopted son of late Surain Choudhary where he has stated himself as his dependent son and no where he had given the name, parentage and address of his original father and this he has done knowingly and purposely just to get employment from the management as dependent son of late Surain Choudhary declaring himself as his dependent son and educated only upto Class VI Standard. I further find that in view of serious misconduct committed by the said workman in concealing his name, his father's name, his address and educational qualification it can't be taken to be rightly and his dismissal from service by the management after holding departmental enquiry can't be said to be not proportionate to the offence committed by him.

23. As such, I do not find any merit in the plea taken on behalf of the said workman/sponsoring union that the action of the management in dismissing Jai Prakash Singh from service with effect from 15-4-1969 was not justified.

24. Accordingly, the following award is rendered:—



The action of the management of Pay Leader Workshop, Sendra Bansjora of M/s. B.C.C. Ltd., in dismissing Jai Prakash Singh, Store Issue Clerk (Trainee) from service with effect from 15-4-1989 vide their letter No. GM (E.E) : 1-14/89/467 dated 15-4-1989 is justified. The concerned workman, Jai Prakash Singh, is not entitled to any relief/reliefs.

In the circumstances of the case, there will be no order as to the cost.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 7 अगस्त, 1996

का.सं. 2565.—प्रयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार मैसर्स बी.सी.सी. लि. के प्रबन्धन के संबंध में निर्यातों और उनके कर्मचारियों के बीच, अनुबंध से निर्यात प्रयोगिक विवाद में, केन्द्रीय सरकार प्रयोगिक अधिनियम, धनवाद नं. 1 के संवत् को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-96 को प्राप्त हुआ था।

[संख्या एन-20012/238/89-आर्डी आर (सी-1)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad No. 1, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B.C.C. Ltd. and their workmen, which was received by the Central Government on the 6-8-96.

[No. L-20012/238/89-IR CI]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10 (1)(d)(2-A) of the Industrial Disputes Act, 1947.

Reference No. 61 of 1990

PARTIES :

Employers in relation to the management of Block-II Area of M/s. Bharat Coking Coal Ltd.

AND

Their Workmen

PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate

For the Workmen—Shri B. Mukherjee, Secretary, Bihar Colliery Kamkar Union

STATE : Bihar

INDUSTRY : Coal

Dated, the 30th July, 1996

AWARD

By Order No. L-20012/238/89-I.R. (Coal-I), dated 6-4-1990 the Central Government is the Ministry of Labour has, in exercise of the powers conferred by clause (4) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of M/s. Bharat Coking Coal Ltd., in relation to Block-II Area is justified in not promoting the workman Shri Nathuni Sahu as Dumper Operator Group A with retrospective effective dated 12-7-1985 on which his junior workmen were promoted in Group 'A' ? If not, to what relief the said workman is entitled to ?

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. I also the prayer and pass an award in terms of settlement. The memorandum of settlement shall form part of this award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

TARKESHWAR, PRASAD, Presiding Officer  
BEFORE

The Presiding Officer.

Central Government Industrial Tribunal No. 1,  
Dhanbad

Reference No. 61/90

Employers in relation to the management of Block-II Area of M/s. Bharat Coking Coal Ltd.

AND

Their Workmen

PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above dispute most respectfully sheweth—

1. That the dispute has been amicably settled between the parties on the following terms—

(a) That the concerned workman, Shri Nathuni Sao, Dumper Operator, will be

granted notional seniority in Excavation grade A with effect from 15-7-1988.

- (b) That the new basis salary of the concerned workman will be fixed within a period of one month from the date of this settlement taking into account his notional seniority in Excavation grade A from 15-7-1988.
- (c) That the concerned workman will not be entitled to any back wages in the form of difference of wages between Grade A and the amount actually he received for the period from 15-7-1988 till the date of his fixation after the settlement.
- (d) That the concerned workman will not raise any dispute and will not claim any difference of wages for the same matter involved in this case, either himself directly or through any union in future.

2. That in view of the aforesaid settlement, the entire dispute is finally resolved and no dispute subsists for adjudication.

Under the facts and circumstances stated above, the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

|                 |                   |
|-----------------|-------------------|
| For the Workmen | For the Employers |
| 1. Sd./-        | 1. Sd./-          |
| 2. Sd./-        | 2. Sd./-          |

#### WITNESSES

1. Sd./-  
2. Sd./-

Part of the awarded  
Sd./-

नई दिल्ली, 7 अगस्त, 1996

का.आ. 2566.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैमर्स वी. सी. सी. एन. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अनुबंध नं. 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार 6/8/96 को प्राप्त हुआ था।

[संख्या एन-20012/172/93-आई आर(सी-1)]

ब्रज मोहन, ईक्स अधिकारी

New Delhi, the 7th August, 1996

S.O. 2566.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Dhanbad No. 1, as shown in the Annexure in the industrial dispute between the employers in rela-

tion to the management of M/s. B.C.C. Ltd. and their workman, which was received by the Central Government on 6-8-96.

[No. L-20012/172/93-IRCI]  
BRAJ MOHAN, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d)(2-A) of the Industrial Disputes Act, 1947.

Reference No. 71 of 1994

#### PARTIES :

Employers in relation to the management of North Tisra Colliery of M/s. Bharat Coking Coal Ltd.

#### AND

Their Workmen

#### PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer

#### APPEARANCES :

For the Employers—Shri R. M. Choubey

For the Workmen—Shri D. K. Dey, Secretary, Dhanbad Colliery Karmachari Sangh.

STATE : Bihar

INDUSTRY : Coal

Dated, the 30th July, 1995

#### AWARD

By Order No. L-20012/172/93-I.R. (Coal-I), dated 24-3-94 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the employer in dismissing from service Shri Bhuneshwar Pandey, Store Keeper of North Tisra Colliery of M/s. B.C.C. is justified? If not, to what relief is the workman entitled?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. I allow the prayer and pass an award in terms of the settlement. The memorandum of settlement shall form part of this award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

TARKASHWAR PRASAD, Presiding Officer

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

Reference No. 71/94

Employers in relation to the management of North Tisra Colliery of M/s. Bharat Coking Coal Ltd.

AND

Their Workmen

PETITION OF SETTLEMENT

The humble petition on behalf of the Parties to the above reference most respectfully sheweth:—

1. That the issue involved in the present case is extracted below:—

THE SCHEDULE

"Whether the action of the employers in dismissing from service of Shri Bhuneshwar Pande, Store Keeper of North Tisra Colliery of M/s. BCCL is justified? If not, to what relief is the workman entitled?"

2. That the aforesaid dispute has been amicably settled between the management and the concerned workman, Shri Bhuneshwar Pande, ex-Store Keeper by settlement dated 24-3-1993 the same has already been filed before the Hon'ble Tribunal for acceptance of the same.

2. That the sponsoring union raised some issue relating to fixation and promotion of Shri Bhuneshwar Pande to higher grade, without adversely effecting on account of earlier dismissal from his service and continued contesting the case on behalf of the concerned workman.

3. That the management implemented the settlement dated 24-3-1993 and allowed the concerned workman to join his duties in terms of the settlement dated 24-3-1993. His continuity of service was maintained and he was given all the benefits as stipulated in the settlement.

4. That the matter was discussed with the sponsoring union and ultimately the sponsoring union has agreed to accept the terms of settlement arrived at between the management and the concerned workman on 24-3-1993 and already filed before the Hon'ble Tribunal.

5. That the sponsoring union has reserved its right to take up the matter relating to fixation/promotion of Shri Pande as a separate issue before the management and his case will be considered if the same will be applicable in his case. There will be right of the sponsoring union to raise, fresh dispute over the matter of fixation/promotion of the concerned workman, but the same will be

delinked from the issue of dismissal of the concerned workman.

6. Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to pass the Award holding that the settlement dated 24-3-1993 was fair and proper and will be pleased to pass the Award in terms of the settlement providing stipulation to the sponsoring union to raise the demand of fixation or promotion as a sponsoring issue.

For the Workmen :

(DK DEY) Witnesses—

Secretary

DEKKS

1. Sd.- (Illegible)

2. Sd.- (Illegible)

For the Employers

A. KALAM, General Manager

Lodna Area

SAR RIZVI, Dy. Chief Personnel Manager

Lodna Area

Part of the award.

नई दिल्ली, 7 अगस्त, 1996

का.प्र. 2567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, ओ.एन.जी.सी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचसद को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-96 को प्राप्त हुआ था।

[संख्या एल-30011/22/91-आई आर (मि.)/आई आर सी-1]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 7th August, 1996

S.O. 2567.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of O.N.G.C. and their workmen, which was received by the Central Government on the 5-8-1996.

[No. L-30011/22/91-IR(Misc.)/IR(C-I)]

BRAJ MOHAN, Desk Officer

## ANNEXURE

BEFORE SMT. N. J. SHELAT, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, CENTRAL GUJARAT, AHMEDABAD

Ref. (ITC) No. 8 of 1992

Oil and Natural Gas Commission, Ahmedabad/Baroda.

## AND

The workmen employed under it.

In the matter of engaging contract labourers through the contractors for the last 6 years on work of perennial nature and consequential relief.

## APPEARANCES :

Shri S. Walter, learned representative—for the workmen.

## AWARD

This industrial dispute between Oil and Natural Gas Commission, Ahmedabad/Baroda and the workmen employed under it was referred for adjudication by the Desk Officer, Government of India, Ministry of Labour, New Delhi under his Order No. L-36011/22/91-IR (Misc.) dated 1-6-92 under Section 10(1) (d) of the Industrial Disputes Act, 1947, to the Presiding Officer, Industrial Tribunal, (Central) Ahmedabad. Thereafter by an appropriate order it has been transferred to this Tribunal for adjudication.

2. Notices were issued to both the parties so as to enable them to file their respective statement. However, even after lapse of considerable time, the second party workmen have not filed their statement of claim. In the absence of statement of claim, no written statement has been filed by the first party ONGC. Thus, there is no material before this Tribunal to proceed with this matter. For want of prosecution, this Tribunal is constrained to dismiss the matter. As such, I pass the following order.

## ORDER

The reference stands dismissed for want of prosecution with no order as to cost.

Ahmedabad.

Dated : 18th July, 1996.

N. J. SHELAT, Industrial Tribunal

नई दिल्ली, 12 अगस्त, 1996

का.प्रा. 2568.—(कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-9-1996 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है,) और अध्याय-5 और 6 (धारा-76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध उत्तर प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

1. जिला बस्ती में तहसील खलीलाबाद, पargana-मगहर पूर्व के राज्य ग्राम खलीलाबाद, डीघा, वेल्बतिया, भैमहिया, धौरहरा के अन्तर्गत आने वाले क्षेत्र।

2. जिला बस्ती में तहसील-खलीलाबाद पargana-मगहर पूर्व के अन्तर्गत खलीलाबाद नगर पंचायत के अन्तर्गत आने वाले क्षेत्र।

3. जिला बस्ती में तहसील खलीलाबाद पargana-मगहर पूर्व की मगहर नोटिफाइड एरिया के अन्तर्गत राज्य ग्राम मोहम्मदपुर कछार के अन्तर्गत आने वाले क्षेत्र।

[संख्या एम-38013/16/96-एम.एस-1]

जे.पी. शुकला, अवसर सचिव

New Delhi, the 12th August, 1996

S.O. 2568.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 1996 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Uttar Pradesh namely :—

1. Revenue Villages—Khalilabad, Digpha, Welbatia, Bhainsahia, Dhaurahara, falling in Pargana Maghar East Tahsil-Khalilabad, District-Basti.
2. Area falling within the Municipal limits of Khalilabad, Pargana-Maghar East, Tahsil-Khalilabad, District-Basti.
3. Areas following within the Revenue Village Mohammadpur Kachhar in the Maghar notified area, Pargana-Maghar Tahsil Khalilabad District-Basti (U.P.)

[No. 38013/16/96-SSI]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 16 जुलाई, 1996

का.प्रा. 2569—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार नवीन विधायन के प्रवर्धन के संवर्धन नियमों और उनके कर्मचारियों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, बीकानेर, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-96 को प्राप्त हुआ था।

[संख्या एम-42012/47/94-आई आर (डी य)]  
के.बी.बी. उज्जनी, डैस्क अधिकारी

New Delhi, the 16th July, 1996

S.O. 2569.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award

of the Industrial Tribunal, Bikaner as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Navodaya Vidyalaya and their workman, which was received by the Central Government on 11-7-1996.

[No. L-42012/47/94-IR (DU)  
K.V.B. UNNY, Desk Officer

अनुबन्ध

केंद्रीय औद्योगिक न्यायाधिकरण, बीकानेर

केन्द्रीय श्र. वि. प्रसंग सं. 5 सन् 1995

श्री बनवारीलाल सोनी पुत्र मालचन्द सोनी, चतुर्थ श्रेणी कर्मचारी (मार्केट) — महानगरी बीकानेर डिप्टी ट्रेड यूनियन काउन्सिल, खजांची मार्केट, खजांची ब्रिटिश, बीकानेर

—प्रार्थी/श्रमिक

बनाम

प्राचार्य, नवोदय विद्यालय, सरदार शहर

—अप्रार्थी/नियोजक

रेफरेंस अंतर्गत धारा 10(1)(घ), औद्योगिक वि.  
अधिनियम, 1947

न्यायाधीश—श्री तेगपाल मिहान, आर.एच.जे.एम.  
उपस्थिति :—

1. श्री भारत भूषण आर्य, श्रमिक प्रतिनिधि
2. श्री विभिन्न चन्द्र गोयन, निर्वाचक प्रतिनिधि

अतिनिर्णय

दिनांक 22 मई, 1996

श्रम मंत्रालय, भारत सरकार द्वारा औद्योगिक विवाद अधिनियम, 1947 जिसे अब के पश्चात् मिर्फ 'अधिनियम' कहा गया है, की धारा 10 की उपधारा (1) के खण्ड (घ) के अधीन जारी आवेदन क्रमांक एफ. 42012/47/आई.आर. (डो.यू.) दिनांक 22-2-95 द्वारा प्रेषित इस रेफरेंस के अंतर्गत निम्न विवाद अतिनिर्णयार्थ इस अधिनियम को पठाया था :

“क्या : प्रचार्य नवोदय विद्यालय सरदार शहर द्वारा श्री बनवारीलाल सोनी पुत्र श्री मालचन्द सोनी, चतुर्थ श्रेणी कर्मचारी को उसके पद से हटाने का कृत्य न्यायोचित्य है ? यदि नहीं तो कामगार किस संवद का हकदार है ?”

2. प्रार्थी बनवारीलाल जिसे अब के पश्चात् मिर्फ 'श्रमिक' कहा गया है, की ओर से प्रस्तुत क्लेम के अनुसार संक्षिप्त तथ्य इस प्रकार है कि वह अप्रार्थी संस्थान में 20-12-86 को चतुर्थ श्रेणी कर्मचारी के पद पर नियुक्त हुआ तथा एक पुराना और स्याई कर्मचारी था। उसे बिना कोई कारण बताये और बिना किसी आदेश के दिनांक 18-7-89 को अपने जवानी आदेश के से पेश मुक्त कर दिया, एक वर्ष से अधिक मना और

240 दिन से ज्यादा अवधि पूरी कर चुका था उसने अपनी सेवामुक्ति की छटनी बताते हुए अधिनियम की धारा 25-एफ, जी एवं एच तथा बी की पालना नहीं करने के कारण अवधि बताया है और पुनः आगे पद पर सर्वेजन सेवामुक्ति दिनांक 20-12-89 से बहाल किये जाने की प्रार्थना की है।

3. अप्रार्थी द्वारा प्रस्तुत प्रत्युत्तर में बताया गया कि श्रमिक को दैनिक वेतन भोगी कर्मचारी के रूप में एक निश्चित अवधि के लिए आकस्मिक कार्य हेतु कार्यालय आदेश दिनांक 7-12-88 से मात्र 20 दिन के लिए 14 रु. प्रति दिवस की दर पर तजदूरी भुगतान को धन के साथ नियुक्त किया गया था तथा पुनः आदेश दिनांक 3-2-89 एवं 8-2-89 द्वारा उसका कार्यकाल 89 दिन के लिए बढ़ाया गया था एवं तत्पश्चात् सेवा संबंधों के नवीनीकरण नहीं होने के कारण उसकी सेवायें स्वतः ही समाप्त हो गई इस कारण अप्रार्थी के अनुसार अधिनियम की धारा 25-एफ, जी, एच तथा बी की पालना की आवश्यकता नहीं होती क्योंकि ऐसी सेवा समाप्ति छटनी की परिभाषा में नहीं आती। अतः न श्रमिक द्वारा प्रस्तुत क्लेम को अस्वीकार करते हुए उसका क्लेम निरस्त किये जाने की प्रार्थना की गई।

4. साक्ष्य में श्रमिक बनवारीलाल ने अपना शपथपत्र पेश किया जिससे नियोजक द्वारा जिरह की गई, श्रमिक की ओर से प्रदर्शित, डक्यू. 1 लगायत 13 प्रस्तुत किए हैं एवं चोपखाल चोहम्म का भी शपथपत्र पेश किया है जिसमें भी नियोजक द्वारा जिरह की गई। इसके विपरीत अप्रार्थी नियोजक ने अपने पक्ष समर्थन में इकबाल अहमद प्रचार्य एवं अशोक कुमार चोकोवार के शपथपत्र पेश किये जिससे श्रमिक द्वारा जिरह की गई, दस्तावेजी साक्ष्य में प्रदर्शित एम. 1 लगायत 7 दस्तावेज पेश हुए हैं।

5. बहस मुती गई और पक्षद्वली का अन्वेषण किया गया।

6. निर्णय हेतु देखना है कि :—

(1) क्या श्रमिक की सेवामुक्ति छटनी है ?

(2) क्या श्रमिक की छटनी के पूर्व अप्रार्थी नियोजक के लिए अधिनियम की धारा 25-एफ, आदि प्राज्ञापन प्रावधानों की पालना करनी अनिवार्य थी और क्या इन प्रावधानों की पालना नहीं किये जाने के कारण श्रमिक की सेवा मुक्ति निरस्तनीय है ?

(3) श्रमिक क्या राहत पाने का अधिकारी है ?

विद्युत् 1.

7. इस बारे में विद्वान प्रतिनिधि नियोजक की हम थी कि श्रमिक को मात्र 20 दिन के लिए 14/- रु. प्रतिदिन की मजदूरी की शर्त के साथ नियुक्त किया गया था तत्पश्चात् 89 दिन की निश्चित अवधि के लिए उसका कार्यकाल बढ़ाया गया बाद में संविदा का नवीनीकरण नहीं होने से उसकी सेवा स्वतः ही समाप्त हो गई और इस प्रकार श्रमिक की यह सेवामुक्ति अधिनियम की धारा 2(○○) की उपधारा (बी.बी.) में आने के फलस्वरूप छंटनी की परिधि से बाहर है। इसका विरोध करते हुए विद्वान श्रमिक प्रतिनिधि की बहन थी कि अप्रार्थी नियोजक ने अपनी माध्य से यह प्रमाणित नहीं किया

कि श्रमिक को सर्वप्रथम प्रारंभिक नियुक्ति के समय किसी निश्चित अवधि के लिए संविदा पर रखा हो और यह संविदा समाप्त होने के साथ उसकी सेवा समाप्त हुई हो, उनके अनुसार अप्रार्थी नियोजक द्वारा इस सम्बन्ध में प्रस्तुत साक्ष्य विश्वसनीय नहीं है क्योंकि न तो तय्योबा दस्तावेजात पेश हुए हैं, न सर्वोत्तम साक्ष्य ही पेश हुई है तथा श्रमिक द्वारा मांग करने पर भी नियोजक ने अपने आधिपत्य के संगत दस्तावेज पेश नहीं किये हैं जिससे उसके विरुद्ध इस बिन्दु पर विपरीत अवधारणा ली जानी चाहिए।

8. पत्रकारों द्वारा प्रस्तुत साक्ष्य का ध्यानपूर्वक अवलोकन किया गया, नियोजक साक्षी इकबाल अहमद का सशपथ कथन है कि पत्र दिनांक 7-12-88 प्रदर्श एम-4 के जरिए डिप्टी डायरेक्टर ए.के. वाण्ये के पत्र दिनांक 5-12-88 प्रदर्श एम-3 की पालना में श्री बनवारीलाल प्रार्थी को दैनिक वेतन कर्मचारी के रूप में 20 दिवस के लिए 14 रु. प्रतिदिन मजदूरी पर रखा, दिनांक 3-2-89 पत्र प्रदर्श एम-5 के मूलाविक 89 दिन तक कार्य करने की अनुमति दी गई, डिप्टी डायरेक्टर श्री ए.के. वाण्ये के पत्र दि. 3-4-89 प्रदर्श एम-6 में यह आदेश दिया गया कि बनवारी लाल की सेवावधि आगे और नहीं बढ़ाई जा सकती, इसकी पालना में प्रदर्श एम-7 द्वारा सेवावधि न बढ़ने से सेवा समाप्ति की सूचना बनवारीलाल को दी। नियोजक के दूसरे साक्षी अशोक कुमार ने अपने शपथपत्र में अंकित किया है कि उसकी (स्वयं गवाही की) नियुक्ति चयन समिति से चयनित होने पर चौकीदार के पद पर 1-1-87 से है, बनवारीलाल को दिसम्बर 88 में नियुक्ति पत्र से रखा गया था तथा 89 दिन की अनुमति दी गई थी उसके बाद सेवावधि नहीं बढ़ाई।

9. जबकि, श्रमिक का अपने क्लेम के अनुसार ही सशपथ कथन यह है कि वह अप्रार्थी संस्थान में सर्वप्रथम दिनांक 20-11-86 को सपरासी के पद पर नियुक्त हुआ तथा दिनांक 17-7-89 तक निरन्तर कार्य किया, 18-7-89 को जबानी आदेश से सेवा मुक्त कर दिया और कोई कारण

नहीं बताया, एक वर्ष, 240 दिन से अधिक और कुल लगभग 3 साल की सेवा अवधि पूरी कर चुका था, उसकी प्रथम नियुक्ति निश्चित अवधि के लिए नहीं की गई थी और विभिन्न पत्रादि प्रदर्श डब्ल्यू-1 लगायत 13 पेश करते हुए यह भी कहा है कि कुल सेवावधि में माह दिसम्बर 86 से जुलाई 89 तक जो भुगतान प्रतिमाह वेतन के रूप में मिलता था उस भुगतान का चार्ज प्रदर्श डब्ल्यू-13 है। श्रमिक का यह शपथपत्र उसकी ओर से प्रस्तुत दस्तावेजात प्रदर्श डब्ल्यू-1 लगायत 13 में समर्थित है। इस प्रकार श्रमिक तो अपने शपथपत्र और क्लेम में कहकर आया है कि वह सन् 1986 से 17-7-89 तक अप्रार्थी के अधीन कार्यरत रहा है और नियोजक के अनुसार यह श्रमिक दिसम्बर, 88 में मात्र 20 दिन के लिए रखा गया था तत्पश्चात् 89 दिन के लिये और सेवा बढ़ाई जिसके बाद सेवा संविदा का नवीनीकरण नहीं होने से प्रदर्श एम-7 से उसकी सेवा 10-4-89 से समाप्त हो गई। इसी सन्दर्भ में निम्न प्रश्न उभरकर आते हैं:—

1. क्या श्रमिक अप्रार्थी के नियोजन में सर्वप्रथम प्रदर्श एम-4 द्वारा ही नियोजित हुआ?
2. क्या श्रमिक की सेवा समाप्ति 10-4-89 को हुई? अथवा 17-7-89 तक श्रमिक अप्रार्थी के अधीन कार्यरत रहा?

इस सम्बन्ध में आदेश प्रदर्श एम-4 निम्न प्रकार है :

“उप निदेशक, नवोदय विद्यालय समिति क्षेत्रीय कार्यालय, लखनऊ क्षेत्र, लखनऊ के पत्र क्रमांक एफ-16-8(9) 87-88/एनबीएस, एलप्रार (12921) दिनांक 5-12-88 की अनुपालना में निम्नलिखित कर्मचारियों को दैनिक वेतन कर्मचारी के रूप में 20 दिवस के लिए 14/- चौदह रुपये प्रति दिवस की दर पर मजदूरी भुगतान की शर्त पर नियुक्ति जारी की जाती है :

क्रमांक नाम कर्मचारी मय पता

1. श्री राधेश्याम भाट पुत्र स्वर्गीय श्री मदनलाल निवासी टांटियों के कुएं के पास सरदार गहर
2. श्री बनवारी लाल सोनी पुत्र स्वर्गीय श्री मालचन्द जी सोनी स्कूल नं. 3 के पास सरदार गहर संबंधित कर्मचारियों को चाहिये कि वे अपनी उपस्थिति दिनांक 5-1-89 को विद्यालय में आवश्यक रूप में दें, अन्यथा नियुक्ति आदेश निरस्त समझे जायेंगे।”

नियोजक साक्षी श्री इकबाल अहमद के इस आदेश प्रदर्श एम-4 के बारे में भी श्रमिक की ओर से कोई जिरह नहीं की गई है, परन्तु श्रमिक की ओर से वे प्रस्तुत दस्तावेज प्रदर्श डब्ल्यू 2 व 5 के बारे में नियोजक के इस गवाह ने कहा है कि इन पर ए से बी हस्ताक्षर श्री अनुल प्रकाश गुप्ता के हैं, प्रदर्श डब्ल्यू 2 आदेश के द्वारा श्रमिक की नियुक्ति एवं कार्य करने की तिथि 5-1-89 से 89 दिवस के लिये सेवावधि बढ़ाई गई है और प्रदर्श डब्ल्यू 5 द्वारा तत्कालीन प्राचार्य ए.पी. भूत

द्वारा श्रमिक की सेवा अवधि बढ़ाई जाने वास्तविक विफाई की गई थी। अन्य किसी दस्तावेज के बारे में कोई जिरह नहीं की गई है। परन्तु श्रमिक की ओर से प्रस्तुत दस्तावेजात प्रदर्श डब्ल्यू 1 जमावत 13 में प्रदर्श डब्ल्यू 1, 2, 5, 6, 7, 8, 9, 10 एवं 11 नियोजक के द्वारा जारी करने बताये जाते हैं जबकि प्रदर्श डब्ल्यू 3 व 4 स्वयं श्रमिक द्वारा लिखे गये प्रार्थनापत्रों की प्रतिनिधियाँ हैं, प्रदर्श डब्ल्यू 12 श्रमिक की यूनियन द्वारा समझौता अधिकारी (केंद्रीय) बीकानेर को लिखित पत्र है एवं प्रदर्श डब्ल्यू 13 उसके द्वारा प्राप्त भुगतान का विवरण दिनांक 86 से जुलाई 89 की अवधि का है। श्रमिक ने इन दस्तावेजात के बारे में नियोजक की ओर से जिरह की गई है जो अत्यन्त महत्वपूर्ण है। विद्वान प्रतिनिधि श्रमिक ने श्रमिक से की गई जिरह की ओर ध्यान दिलाया है जिसमें श्रमिक ने कहा है कि "मुझे दैनिक वेतन भोगी कर्मचारी के रूप में दिनांक 20-11-86 को रखा गया था, प्रदर्श डब्ल्यू 3 में ए से बी मेरे हस्ताक्षर हैं प्रदर्श डब्ल्यू 3 में जो मेरी प्रथम नियुक्ति तारीख 20-12-86 लिखी गई है वह गलत है। मैंने गलत दिनांक 20-12-86 लिखे जाने बावत व उसे सुधार करने बावत कोई लिखित में आवेदन पत्र नहीं दिया था। प्रदर्श एम 1 पर मेरे वकील श्री भारत भूपण के हस्ताक्षर ए से बी है, प्रदर्श एम-1 में मेरे वकील साहब ने भी नियुक्ति तारीख 20-12-86 गलत लिखी है। प्रदर्श एम-2 पर ए से बी मेरे हस्ताक्षर हैं। प्रदर्श एम-2 में अर्थात् समझौता अधिकारी के समक्ष प्रस्तुत दरखास्त में नियुक्ति तारीख 20-12-86 भूल से गलत लिखी हुई है, दिनांक 20-11-86 को श्री अतुल प्रकाश गुप्ता, प्रीसीपन साहब ने मुझे दैनिक वेतन भोगी कर्मचारी के रूप में रखा था जिन्होंने मुझे जुबानी तौर से कहा था लिखित में कोई आदेश नहीं दिया था। मेरे साथ मंगीलाल नाम के अन्य दैनिक वेतन भोगी कर्मचारी को भी रखा था और राधेश्याम का भी रखा था। यह कहना गलत है कि प्रदर्श एम-3 के द्वारा मुझे मात्र बीस दिन के लिये ही दैनिक वेतन पर लगाया हुआ। प्रदर्श एम-4 के जरिये 5-1-89 तक काम पर लगने का पत्र मुझे दिया था, फिर कहा कि वह पत्र मुझे नहीं दिया ना ही मिला। मुझे याद नहीं कि दिनांक 3-2-89 का पत्र प्रदर्श एम-5 मुझे दिया या नहीं। मुझे यह भी याद नहीं कि मुझे कोई पत्र 89 दिन के लिये दिया हो या पत्र 89 दिन की नोकरी बाबत हो। पत्र दिनांक 3-4-89 प्रदर्श एम-6 मुझे दिया मिला या नहीं आज याद नहीं है। मुझे नहीं मालूम कि मेरी सेवा अवधि मात्र 89 दिन के लिये ही की थी या नहीं। मैं अंग्रेजी नहीं जानता हूँ। प्रदर्श एम-7 मुझे नहीं मिला ना ही इसकी कोई सूचना मिली। जिरह में ही श्रमिक ने यह भी कहा है कि प्रदर्श डब्ल्यू 13 की अख्तियार में आज साथ नहीं लाया हूँ जो की कापी में साथ लेकर नहीं आया हूँ, कापी और डाकरी का मेरा एक ही मतलब है अन्त में

नियोजक को जो दिनांक 29-8-88 से सुझाव को गलत बताते हुए यह भी श्रमिक कहता है कि यह कहना गलत है कि दिनांक 29-8-88 के अनुसार मैंने काम किया है मैं तो नियोजक के डब आदेश के बताने से पहले से ही काम करता रहा हूँ। इसके पहले ओर बाद में निम्न कोई आदेश नहीं मिला। स्वयं नियोजक के अनुसार भी यह श्रमिक उनके यहां 29-8-88 से कार्यरत था परन्तु 29-8-88 से नियुक्त होने का कोई आदेश अप्रार्थी नियोजक की ओर से पेश नहीं किया गया है, प्रदर्श डब्ल्यू 1 आदेश हम संबंध में श्रमिक की ओर से पेश किया गया है जिनके बारे में श्रमिक ने अपने शपथपत्र में यह कहा है कि अप्रार्थी ने मुझे जो पत्र मेरी सेवा अवधि में मेरी सेवाओं के अनुबन्ध के रूप में या कामकाज ड्यूटी आदि के रूप में आदेशित किये थे उनमें आदेश दिनांक 29-8-88 प्रदर्श डब्ल्यू 1, आदेश दिनांक 8-2-89 प्रदर्श डब्ल्यू 2 है। प्रदर्श डब्ल्यू 1 के खण्डन में नियोजक की ओर से कोई साक्ष्य पेश नहीं की गई है जिसके अनुसार अप्रार्थी प्राचार्य द्वारा अपने आदेश दिनांक 29-8-88 के द्वारा विद्यालय में कार्यरत पार्ट टाइम डेरी बेजंग कर्मचारी एवं चतुर्थ श्रेणी कर्मचारियों का ड्यूटी लगाई गई थी। इस आदेश में अर्थात् भाग क्रमांक (4) पर अंकित है जिसके नाम के नीचे समय प्रातः 7 बजे से 3 बजे तक (पार्ट टाइम) लिखा हुआ है हमसे भी यह प्रमाणित नहीं होता है कि श्रमिक को 29-8-88 से नियुक्त किया गया हो बल्कि इसके विपरीत यह ही ध्वनित होता है कि यह श्रमिक 29-8-88 से भी पहले से ही अप्रार्थी संस्थान में कार्यरत था। प्रदर्श डब्ल्यू 7, 8, 9, व 10 ऐसे पत्र हैं जो अप्रार्थी संस्थान की ओर से समझौता वार्ता के दौरान लिखे गये थे इनके सम्बन्ध में श्रमिक द्वारा किये गये शपथ कथन के खण्डन में कोई साक्ष्य पेश नहीं की गई और श्रमिक द्वारा तलबोवा दस्तावेजात न्यायालय में अप्रार्थी द्वारा पेश भी नहीं किये गये हैं ऐसी मूरत में हम विद्वान प्रतिनिधि श्रमिक के इस तर्क से पूर्णतया सहमत हैं कि अप्रार्थी नियोजक अपने साक्ष्य से यह प्रमाणित करने में पूर्णतया असफल रहा है कि श्रमिक को प्रथम बार मात्र 20 दिन के लिये ही दिनांक 88 में रखा गया था तत्पश्चात् 89 दिवस की अवधि के लिये सेवा अवधि बढ़ाई। इस को प्रमाणित करने का भार स्वयं अप्रार्थी नियोजक पर हो था क्योंकि श्रमिक तो समझौता वार्ता से लेकर ही अपने शपथपत्र में यह कहता आया है कि वह अप्रार्थी के अधीन 86 से 17-7-89 तक लगातार कार्यरत रहा है। हम विद्वान प्रतिनिधि श्रमिक के इस तर्क से भी सहमत हैं कि श्रमिक एक कलैण्डर वर्ष में निश्चित रूप से 240 दिन की सेवावधि पूरी कर चुका था क्योंकि नियोजक की ओर से ऐसी कोई साक्ष्य नहीं है कि श्रमिक सेवा भुक्ति के पूर्व एक कलैण्डर वर्ष में कितने दिन कब-कब मध्यमान के साथ उपस्थित रहा और न प्रदर्श डब्ल्यू 13 के खण्डन में अप्रार्थी की ओर से कोई साक्ष्य है। अतः श्रमिक के शपथपत्र जिसका समर्थन अन्य गवाह चंपालाल के शपथपत्र एवं दस्तावेजात प्रदर्श

डब्ल्यू 1 संगायत 13 के होता है जिसके आधार पर यह माना जाता है कि दैनिक अप्रार्थी के अवीन रन् 1984 में प्रथम बार नियुक्त हुआ था और इसके विपरीत अप्रार्थी अपनी साध्य से यह प्रमाणित करने में असमर्थ रहा है कि श्रमिक को प्रथम बार दिसम्बर 88 में मात्र 20 दिन के लिये नियुक्त किया गया हो और तत्पश्चात् 89 दिवस के लिये सेवावधि बढ़ाने के आदेश मात्र से यह नहीं माना जा सकता कि वह निश्चित अवधि के लिये किसी संविदा के अंतर्गत नियुक्त हुआ और संविदा समाप्ति के साथ 10-4-89 को सेवा समाप्त हुई हो। किसी भी नियोजक साक्षी ने यह नहीं कहा है कि दिनांक 17-7-89 तक श्रमिक अप्रार्थी संस्थान में कार्यरत नहीं था और प्रवर्ण एम-7 जिसके द्वारा श्रमिक की सेवा समाप्ति 10-4-89 से करना बताया जाता है—यह आदेश सर्वप्रथम तो अप्रार्थी द्वारा श्रमिक को दिया जाना ही प्रमाणित नहीं होता है और न हाजरी रजिस्टर अथवा भुगतान वाउचर आदि पेश कर प्रमाणित किया गया है कि श्रमिक कब से कब तक अप्रार्थी के नियोजन में रहा। ऐसी सूरत में श्रमिक का शपथपत्र विश्वसनीय प्रतीत होता है और इसे न मानने का कोई कारण भी नहीं है। परिणामतः श्रमिक को दिनांक 18-7-89 से सेवामुक्त करना ही प्रमाणित होना पाया जाता है।

10. जब अप्रार्थी नियोजक अपनी साध्य से यह प्रमाणित करने में असमर्थ रहा है कि श्रमिक को प्रथम बार निश्चित अवधि के लिये किसी संविदा पर मात्र 20 दिवस के लिये रन् 88 में दिसम्बर महीने में रखा, सेवामुक्ति दिनांक 10-4-89 से होना भी अप्रार्थी नियोजक की साध्य से प्रमाणित नहीं है ऐसी सूरत में उसकी सेवामुक्ति अधिनियम की धारा 2(00) की उपधारा (बी. बी.) के अंतर्गत में नहीं आने के कारण और स्वीकार्यतः श्रमिक की सेवामुक्ति दण्ड स्वरूप नहीं होने के कारण अधिनियम की धारा 2(00) के अर्थ में छंटनी ही मानी जावेगी।

बिन्दू सं. 2

11. अप्रार्थी नियोजक का यह पक्ष कथन नहीं है कि उनके द्वारा श्रमिक की तथाकथित सेवामुक्ति के पूर्व अधिनियम की धारा 25-एफ आदि आज्ञापक प्रावधानों की पालना की गई हो अपितु उनके अनुसार श्रमिक की सेवामुक्ति के इस मामले में ये आज्ञापक प्रावधान लागू ही नहीं होते क्योंकि श्रमिक की सेवामुक्ति छंटनी नहीं है। उपरोक्त विवेचनात्मक श्रमिक की सेवामुक्ति अधिनियम की धारा 2(00) के अर्थ में छंटनी है और जब श्रमिक सेवा मुक्ति से पूर्व एक कलेंडर वर्ष में 240 दिवस की सेवावधि पूरी कर चुका था तो विधि अनुसार मेरे विचार में इस मामले में अधिनियम के ये प्रावधान लागू हो जाते हैं और श्रमिक की तथाकथित सेवामुक्ति जो छंटनी है, के पूर्व विधि अनुसार अप्रार्थी नियोजक के लिये अधिनियम की धारा

25-एफ आदि आज्ञापक प्रावधानों की पालना करनी अनिवार्य थी जो नहीं किये जाने के कारण ऐसी छंटनी अनुचित एवं विधि विरुद्ध होने से निरस्तनीय है।

बिन्दू सं. 3

12. परिणामतः श्रमिक सेवा मुक्ति दिनांक 18-7-89 से सेवा में निरन्तरता के लिये सहित पूर्ववत् पुनः बहाल होने का अधिकारी है। परन्तु जहां तक इस बात का प्रश्न है कि श्रमिक की सेवा मुक्त अवधि में पूरा वेतन दिलाया जाये। इस सम्बन्ध में हम विद्वान प्रतिनिधि श्रमिक के इस तर्क से सहमत नहीं है कि श्रमिक को सेवामुक्ति अवधि में पिछला वेतन पूरा वेतन दिलाया जाये।

यद्यपि अप्रार्थी नियोजक की तरफ से श्रमिक के इस दौरान लाभप्रद नियोजन में रहने से तथ्य को प्रमाणित करने के लिये कोई साध्य पेश नहीं हुई है और स्वयं श्रमिक ने जिरह करने पर कहा है कि यह कहना गलत है कि उसके दोषीबादी ही। अप्रार्थी संस्थान में दैनिक वेतन भोगी श्रमिक के रूप में कार्यरत इस श्रमिक ने सेवामुक्ति दिनांक 18-7-89 के विरुद्ध सर्वप्रथम विवाद कब उत्पन्न किया परन्तु स्वयं नियोजक द्वारा प्रस्तुत प्रदर्श एम. 2 से प्रकट होता है कि उसके द्वारा सर्वप्रथम विवाद 29-9-89 को उठा दिया गया था। परन्तु केप के तथ्य और परिस्थितियों को देखते हुए, इस श्रमिक को पिछला देय पूरा वेतन दिलाना उचित एवं न्याय संगत नहीं समझते क्योंकि न्यायालय में शपथपत्र देने की दिनांक 11-7-95 को इस श्रमिक ने अपनी आयु 34 वर्ष बताई है जो सेवामुक्ति के समय अर्थात् जुलाई 89 में लगभग 28 वर्ष की आयु का होगा, अतएव ही दैनिक मजदूरी पर नियुक्त यह श्रमिक अवश्य ही सेवामुक्ति के उपरान्त कुछ न कुछ कहीं न कहीं अवश्य ही कार्य कर अपनी जीविकोपार्जन करता रहा होगा। ऐसी सूरत में हम इस श्रमिक को सेवामुक्ति दिनांक से आज निर्णय दिनांक के बीच की अवधि में देय पिछले वेतन के रूप में एक-मुश्त मात्र 1200 रुपये ही दिलाना उचित समझते हैं।

13. उपरोक्त विवेचन के आधार पर केन्द्रीय सरकार द्वारा प्रेषित इस निर्देश के सन्दर्भ में निम्न प्रकार अधिनियम पारित किया जाता है:—

प्राचार्य, नवोदय विद्यालय सरदारनगर द्वारा श्री वनवारी लाल पुत्र श्री मामचन्द सोनी शत्रुघ्न श्री कर्मचारी (दैनिक वेतन भोगी श्रमिक) को उसके पद से हटाने का कृत्य न्यायोचित नहीं था। परिणामतः श्रमिक अप्रार्थी के नियोजन में पूर्ववत् पद व वेतन पर पुनः बहाल होने की मदद का हकदार है। परन्तु सेवामुक्ति दिनांक 18-7-89 से सेवा में बहाल करने के इस निर्णय दिनांक 22-3-96 के बीच की अवधि में देय पिछले वेतन के रूप में वह अप्रार्थी से एक मुश्त 1200 रु. (अबरे रुपये बारह सौ मात्र) ही प्राप्त करने का अधिकारी है जबकि



आज निर्णय दिनांक 22-5-96 से सेवा में पुनः बहाल होने के बीच की अवधि में नियमानुसार पूरा वेतन पाने का अधिकारी है।

उक्त अधिनिर्णय अधिनियम की धारा 17 (1) के अन्तर्गत केन्द्रीय सरकार को प्रकाशनार्थ पठाया जावे।

14. आशा आज दिनांक 22-5-96 को सरे इजलास निवाई व मुताई जागर हुआशरित्त को मई।

तेगवाल सिहाग, न्यायाधीश

मई दिनांक, 13 अगस्त, 1996

का. आ. 2570.—बकि दूरसंचार विभाग, आदिलाबाद के प्रबंधन और उनके कामगार जिसका प्रतिनिधित्व अधिक भारतीय दूरसंचार कर्मचारी संघ, लाइन स्टाफ एवं ग्रुप "डी" करीम नगर द्वारा किया जा रहा है, के बीच एक औद्योगिक विवाद विद्यमान है;

और जबकि, उक्त प्रबंधन और उनके कामगार, जिसका प्रतिनिधित्व अधिक भारतीय दूरसंचार कर्मचारी संघ, लाइन स्टाफ एवं ग्रुप "डी" द्वारा किया जा रहा है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 15) की धारा 10-क की उपधारा (i) के अंतर्गत एक लिखित करार द्वारा उक्त विवाद को विवाधान हेतु भेजने पर सहमत हो गये हैं तथा उक्त विवाधान करार की एक प्रति केन्द्रीय सरकार को अर्पित कर दी गयी है;

अतः अब, उक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में केन्द्रीय सरकार उक्त करार को प्रकाशित करती है।

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अंतर्गत) के बीच

पक्षकारों के नाम

| नियोजक के प्रतिनिधि   | कामगार के प्रतिनिधि  |
|---|--|
| उप-प्रभागीय कार्यालय<br>दूर-संचार, आदिलाबाद<br>504001 (आ. प्र.) | श्री बी. बापूजी<br>पूर्व नैमित्तिक अधिकारी<br>श्री ए. राजामोदी, क्षेत्रीय सचिव<br>वारंगल क्षेत्र, ए. आई टी ई यू<br>लाइन, स्टाफ, ग्रुप "डी"<br>म. नं० 6-1-14, अशोक नगर,<br>करीम नगर--505001 |

पक्षकार निम्नलिखित विवाद को विवाधान के लिए श्री के. रामकृष्ण उन्मुख असायुक्त (के.) बंगलोर के पास भेजने के लिए सहमत हो गये हैं।

(i) विवाद का लिखित मांगना श्री बी. बापूजी पूर्व-नैमित्तिक अधिकारी की सेवाओं से 1-1-96 से अभिकथित गैर-कानूनी रूप से छटती

(ii) विवाद में शामिल पक्षकारों के अग्रे प्रतिपक्ष प्रस्ताव उपक्रम के नाम और पते सहित

(ii) कामगारों का नाम यदि के. श्री बी. बापूजी गणित-ए. राजामोदी विवाद में स्वयं अंतर्गत हो और य. अधिकार बांगलोर और ए.आई.टी. अथवा संघ का नाम, यदि कोई भी यू. लाइन स्टाफ एवं ग्रुप "डी" कामगारों अथवा प्रमुखन करीमनगर (अन्तर्गत प्रदेश) कामगार का प्रतिनिधित्व करना हो

(iv) उपक्रम में नियोजित-प्रभावित एक कामगारों की कुल संख्या

(v) विवाद से प्रभावित प्रस्ताव प्रभावित होने वाले कामगारों की अनुमानित संख्या

विवाधान प्रस्ताव पचास तीन माह की अवधि के भीतर प्रस्ताव हमारे बीच परस्पर लिखित करार द्वारा बहाल गयी और अवधि के भीतर देगा। यदि ऊपर बर्णित अवधि के भीतर पचास नहीं दिया जाता है तो विवाधान के लिए संबंध स्वतः निरस्त हो जाएगा और हम नये सिरे से विवाधान हेतु बातचीत करने के लिए स्वतंत्र होंगे।

प्रबंधन की ओर से

संघ की ओर से

ह./—

ह./—

उप-प्रभागीय अधिकारी,  
(दूरसंचार)  
आदिलाबाद

(ए. राजामोदी) क्षेत्रीय सचिव,  
ए. आई टी ई यू, लाइन स्टाफ  
एवं ग्रुप "डी"  
वारंगल क्षेत्र,  
करीमनगर,

साक्षी

1. ह./—

श्री डी किरणकुमार डी ओ ए  
डी डी ई का कार्यालय  
आदिलाबाद

2. ह./—

श्री पी खसलख दे ओ ए  
डी डी ई का कार्यालय  
आदिलाबाद

विवाधान की सहमति

लिखित :—दूरसंचार विभाग, आदिलाबाद के प्रबंधन और उनके कामगार श्री बी. बापूजी, पूर्व-नैमित्तिक अधिकारी के बीच अभिकथित गैर-कानूनी रूप से उनकी सेवाएं सम्पन्न कर दिये जाने पर औद्योगिक विवाद धारा 10-क के अंतर्गत विवाधान के लिए सहमति के अन्तर्गत।

हमारा अपने फेक्स संदेश का प्रयोग करने और हमें यह कहना है कि मैं वर्तमान मामले में विवाधान के रूप में कार्य करने के लिए सहमत हूँ।

के. रामकृष्ण, उप-मुख्य असायुक्त (के.) बंगलोर  
[मं. एन-40013/2/96-आई. आर. (सी. यू.)]  
के. बी. बा. उन्नी, टेक अधिकारी

New Delhi, the 13th August, 1996

S.O.2570—: Whereas an industrial dispute exists between the management of Telecom Department, Adilabad and their workman represented by the All India Telecom Employees Union Line Staff & Group 'D', Karimnagar.

And whereas, the said management and their workman represented by all India Telecom Employees Union, Line Staff and Group 'D' have by written agreement under sub-section (i) of section 10(A) of the Industrial Disputes Act, 1947 (15 of 1947), agree to refer to the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement;

Now, therefore, in pursuance of sub-section (3) of Section 10-A of the said Act, the Central Government hereby publishes the said agreement.

### AGREEMENT

(under Section 10-A of the Industrial Disputes Act, 1947)  
Between

### NAME OF THE PARTIES

Representing Employer      Representing Workman  
The Sub-Divisional Officer Shri B. Bapuji  
Telecom, Adilabad-504001      Ex-Casual Labour, C/o Sri A.  
(A.P.)      Rajamouli, Area Secretary  
Warangal Area, AITEU Line  
Staff, Group 'D' II No: 6-1-14  
Ashok Nagar, Karimnagar-505001

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri K. Ramakrishna, Dy. Chief Labour Commissioner (Central) Bangalore.

- (i) Specific matter in dispute : Alleged illegal retrenchment from services of Shri B. Bapuji Ex-casual labour w.e.f. 1-1-90
- (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking      The Sub-Divisional Officer Telecom, Adilabad
- (iii) Name of the workman in case he himself is involved in the dispute of the name of the union, if any representing the workman or workman in question      Sri B. Bapuji  
C/o A. Rajamouli, Area Secy, Warangal Area, AITEU Line Staff & Group 'D' Karimnagar (A.P.)
- (iv) Total number of workman employed in the undertaking:      One affected
- (v) Estimated number of workmen affected or likely to be affected by the dispute.      one

The Arbitrator shall make his award within a period of three months or with in such further time as is extended by mutual agreement between us in sitting. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

On behalf of the management

Sd/-

Sub-Divisional Officer  
Telecom

On behalf of the Union

Sd/-

(A. Rajamouli)  
Area Secretary, AITEU,  
Line Staff & Group 'D',  
Warangal Area, Karimnagar

Witnesses

Sd/,

1. Sri D. Kiran Kumar, TOA, O/c TDE  
Adilabad

Sd/-

2. Sri P. Vasantha Rao, TeA, O/o  
ODE, Adilabad

Consent of the Arbitrator

Sub. J.D. between the management of Telecom Department, Adilabad and their workman Sri B. Bapuji, ex-casual labour over alleged illegal Termination of his service. Consent for arbitration under Section 10-A reg.

Please refer to Fax Message and I am to say that I agree to act as an Arbitrator in the instant case.

K. Ramakrishna, Dy. CLC (C) Bangalore

[No. L-40013/2/96-IR (DU)]

K.V.B. UNNAT, Dy. Officer

नई दिल्ली, 13 अगस्त, 1996

का. प्रा. 2571 - जबकि दूरसंचार विभाग, करीमनगर के प्रबंधन और उनके कामगार जिनका प्रतिनिधित्व अखिल भारतीय दूरसंचार कर्मचारी संघ, लाइन स्टाफ एवं ग्रुप 'डी' करीम नगर द्वारा किया जा रहा है, के बीच एक औद्योगिक विवाद विद्यमान है:

और जबकि, उक्त प्रबंधन और उनके कामगार जिनका प्रतिनिधित्व अखिल भारतीय दूरसंचार कर्मचारी संघ, लाइन स्टाफ एवं ग्रुप 'डी' द्वारा किया जा रहा है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 15) की धारा 10-क की उपधारा (i) के अंतर्गत एक लिखित कारण द्वारा उक्त विवाद को विवाचन हेतु भेजने पर सहमत हो गये हैं तथा उक्त विवाचन कारण का एक प्रति केन्द्रीय सरकार को अग्रहित कर दी गयी है,

अतः अब, उक्त अधिनियम की धारा 10-क की उपधारा (3) के अनुसरण में केन्द्रीय सरकार उक्त कारण को प्रकाशित करती है।

कारण

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अंतर्गत)  
के बीच

पत्रकारी के नाम

निर्वाचक का प्रतिनिधित्व करने वाले      कामगार का प्रतिनिधित्व करने वाले

| 1   | 2   |
|---|---|
| उप-प्रशासकीय कार्यालय<br>दूरसंचार, करीम नगर<br>505001 | श्री मां अबदुल्ला<br>पूर्व नैमित्तिक (अस्थायी) माफि<br>श्री ए. राजामोली, क्षेत्रीय सचिव<br>वारंगल क्षेत्र, ए.आई.टी.ई.ए. स्टाफ, ग्रुप 'डी' म. नं. 6-1-14<br>अशोक नगर, करीम नगर<br>505001 |

पक्षकार निर्गन्तव्यता विवाद को विराजित के लिए श्री के. रामकृष्ण उपाध्यक्ष (केन्द्रीय) के पास भेजने के लिए सहमत हो गये हैं।

- (i) विवाद का विधि-समाप्त, श्री चन्द्रशेखर पूर्व वैमिशिक अधिकारी की 1-6-87 से सेवाओं में अभिकथित गैर-मान्यता छूटने
- (ii) विवाद में शामिल पक्षकारों के शीर्ष प्रमाणित अथवा उपाध्यक्ष के नाम और पते सहित
- (iii) कामगारों का नाम यदि दृष्ट श्रुति श्री मो. अब्दुल्ला, मार्केट ए. विवाद में रजिस्ट्रार अंतर्गत है। राजमौली क्षेत्रीय सचिव, वरंगल अथवा संघ का नाम, यदि कोई क्षेत्र ए.आई.टी.ई.यू. लाइन स्टाफ में कामगारों अथवा प्रमाणित काम- श्रुति "डी" करीम नगर (प्रदेश) गार का निनिधित्व करना है। प्रदेश)
- (iv) उपक्रम में नियोजित-प्रभावित 100 कामगारों की कुल संख्या
- (v) विवाद में प्रभावित अथवा प्रभावित होने वाले कामगारों की अनुमानित संख्या

विवादक अपना पंचाट तीन माह की अवधि के भीतर अथवा हमारे बीच परस्पर विधि करार द्वारा बढ़ाई गयी और अवधि के भीतर देगा। यदि ऊपर वर्णित अवधि के भीतर पंचाट नहीं किया जाता है तो विवाद के लिए संदर्भ स्वतः निरस्त हो जाएगा और हम नये दिनों में विवाद के लिए बातचीत करने के लिए स्वतंत्र होंगे।

प्रधान की ओर से  
ह. /--  
उप-मंडलीय अधिकारी  
दूर-संचार, करीम नगर  
505001

संघ की ओर से  
ह. /--  
(ए. राजमौली)  
क्षेत्रीय सचिव,  
श्री. भा. दूर. क. संघ  
लाइन स्टाफ एंड ग्रुप "डी"  
वारंगल क्षेत्र,  
करीमनगर

माफी

1. ह. /--

श्री ए.म. बेर-रेण्डर राय  
उप-मंडलीय अभियंता (ए.एस.सी.)  
टी.डी.एम. करीम नगर

2. ह. /--

श्री म. अ. राय  
अनुशासक परीक्षक (पाठ)  
करीमनगर

विवादक की सहमति

विषय - दूर-संचार विभाग, करीमनगर के प्रबंधित और उनके कामगारों श्री भा. अब्दुल्ला पूर्व-वैमिशिक अधिकारी के बीच अभिकथित गैर-मान्यता के मामले में उनकी सेवा में समाप्त कि जाने पर औद्योगिक विवाद-धारा 10 के अन्तर्गत विवाद की सहमति के बारे में।

उपरोक्त विवाद को विराजित करने तथा मुझे अंतर्गत करने के लिए मांगों में निम्नलिखित कार्य करने के लिए सहमत हो

के. रामकृष्ण उपाध्यक्ष (के.) वरंगल

[संख्या-40013/1/96-आई.एस. (डी.यू.)]

के. बी. रा. उर्फ, ईस्क अधिकारी

New Delhi, the 13th August, 1996

S.O.2571—Whereas an industrial dispute exists between the management of Telecom Department, Karimnagar and their workman represented by the All India Telecom Employees Union Line Staff & Group 'D', Karimnagar,

And whereas, the said management and their workman represented by All India Telecom Employees Union, Line Staff and Group 'D' have by written agreement under Sub-section (i) of Section 10(A) of the Industrial Disputes Act, 1947 (15 of 1947), agreed to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement:

Now, Therefore, in pursuance of sub-section (3) of Section 10-A of the said Act, the Central Government hereby publishes the said agreement.

#### AGREEMENT

(under Section 10-A of the Industrial Disputes Act, 1947)

Between

Name of the Parties

| Representing Employer                                    | Representing Workman   |
|--|--|
| The Sub-Divisional Officer<br>Telecom, Karimnagar-505001 | Shri Md. Abdullah Ex-Casual Labour, C/o Sri A. Rajamouli, Area Secretary Warangal Area, AITEU Line Staff, Group 'D' H. No. 6-1-14 Avhok Nagar, Karimnagar 505001 |

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri K. Ramakrishna, Dy. Chief Labour Commissioner (Central) Bangalore:

- (i) Specific matter in dispute Alleged illegal retrenchment from services of Shri Md. Abdullah Ex-casual labour w.e.f. 1-6-87.
- (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking The Sub-Divisional Officer Telecom, Karimnagar (AP)
- (iii) Name of the workman in case he himself is involved in the dispute of the name of the union, if any representing the workman or workman in question. Sri Md. Abdullah C/o A. Rajamouli, Area Secy. Warangal Area, AITEU Line Staff & Group 'D' Karimnagar (A.P.)
- (iv) Total number of workmen employed in the undertaking affected 100

(v) ~~Estimated number of work-~~  
men affected or likely to be  
affected by the dispute.

On/

Sd/

2. Sri K. Sridhara Rao  
Section Supervisor (Watr)  
Karimnagar

The arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us insiting. In case the award is arbitration within the period aforementioned, the reference to no. made shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

On behalf of the management  
Sd/

Sub-Divisional Officer  
Telecom

On behalf of the Union  
Sd/

(A. Rajamouli)  
Area Secretary, AITEU,  
Line Staff & Group 'D',  
Warangal Area, Karimnagar

Witnesses.

Sd/

1. Sri M. Venkataeswara Rao  
Sub-Divisional Engineer (HRD)  
TDM, Karimnagar

#### CONSENT OF THE ARBITRATOR

Sub. I.D. between the management of Telecom Department  
Karimnagar and their workman Sri Md. Abdullah,  
ex-casual labour over alleged illegal termination of his  
services—Consent for arbitration under section 10-A reg.

Please refer to Fax and I am to say that I agree to act as an  
Arbitrator in the instant case.

K: Ramakrishna, Dy.(CEC(C) Bangalore

[No. 40013/1/96--IR(DU)]

K.V.B. UNNY, Desk Officer